



**REGULAR MEETING & WORK SESSION  
OF THE CITY COUNCIL**

**June 23, 2015**

**ADDISON TOWN HALL**

**5300 BELT LINE RD., DALLAS, TX 75254**

**6:00 PM DINNER**

**6:30 PM WORK SESSION**

**7:30 PM REGULAR MEETING**

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**WORK SESSION**

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- A. Presentation and discussion regarding special assignments of members of the Council regarding various non-profit entities, Addison facilities and projects, and local, regional and Statewide organizations to which the Council members serve as liaisons.
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**REGULAR MEETING**

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**Pledge of Allegiance**

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1. Announcements and Acknowledgements regarding Town and Council Events and Activities
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Discussion of Events/Meetings

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2. Public Comment.

The City Council invites citizens to address the City Council on any topic not already scheduled for Public Hearing. Please fill out a **City Council Appearance Card** and submit it to a city staff member prior to Public Participation. Speakers are allowed **up to three (3) minutes per speaker** with **fifteen (15) total minutes** on items of interest or concern and not on items that are on the current agenda. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. The Council may choose to place the item on a future agenda.

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### Consent Agenda: Items 3-5

*All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.*

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3. Minutes for the June 8, 2015 City Council Special Meeting and Work Session and the June 9, 2015 City Council Regular Meeting and Work Session.

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4. Approval of award of bid to Johnson Controls, Inc., for Heating, Ventilating, and Air-Conditioning (HVAC) Annual Maintenance Services for all Town owned facilities per an Inter-local agreement with the City of Coppell in the amount of \$165,728.

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5. Approval of a Resolution removing Lea Dunn from and appointing Cheryl Delaney and Eric Cannon to the Board of Directors of the North Dallas County Water Supply Corporation.

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### Regular Items

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6. Presentation and proclamation recognizing Friday, August 14, 2015 as Social Security Act Day.

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7. Presentation by the Metrocrest Chamber to Council Member Carpenter for the successful completion of Leadership Metrocrest Class XXVI.

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8. **PUBLIC HEARING.** Public hearing regarding the process and criteria for selecting a person to serve as the new City Manager.

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9. Presentation and discussion regarding an update on the search for the new city manager.

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10. Case 1715-SUP/Public School 972. Discuss, consider and take action regarding Ordinance Number O15-014 approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only on the property located at 14854 Montfort Drive, on application from Kelly Architects, represented by Mr. George Kelly.

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11. Update regarding the North Texas Emergency Communications Center (NTECC).

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12. Discuss, consider, and take action awarding a construction contract to Pavecon Public Works, LP, for the rehabilitation of Addison Road for an amount not to exceed \$1,516,355.89.

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13. Present, discuss, and take action regarding a Discretionary Service Agreement with Oncor Electric Delivery Company, LLC to replace existing overhead electric distribution facilities to comparable underground electric distribution facilities along Belt Line Road from Marsh to Midway for an estimated amount of \$4,600,000.

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14. Present, discuss, consider and take action regarding an agreement with Garver, LLC, to provide professional engineering service related to the Runway 33 Localizer Improvements at Addison Airport in the amount not to exceed \$115,000.

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### Executive Session

Closed (executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney(s) on a matter in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, pertaining to wind turbines on the water tower located at the intersection of Arapaho Road and Surveyor

Boulevard.

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Reconvene from Executive Session

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15. **RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.
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Adjourn Meeting

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NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

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Posted:

Chelsea Gonzalez, June 19, 2015, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES.  
PLEASE CALL (972) 450-7090 AT LEAST  
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

**AI-1185**

**A.**

**Work Session and Regular Meeting**

**Meeting Date:** 06/23/2015

**Department:** City Manager

**Council Goals:** N/A

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**AGENDA CAPTION:**

Presentation and discussion regarding special assignments of members of the Council regarding various non-profit entities, Addison facilities and projects, and local, regional and Statewide organizations to which the Council members serve as liaisons.

**BACKGROUND:**

Historically, a series of "liaison" assignments have been divided up between Council Members. These assignments are intended to provide a greater depth of understanding about the technical nature of certain community features, issues, or programs such as the Airport, Economic Development, or the Arbor Foundation.

Provided as attachments are 1) a matrix-style listing of each assignment, and 2) a document containing brief descriptions of each liaison assignment.

**RECOMMENDATION:**

N/A

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**Attachments**

Council Liaison Descriptions

Council Liaisons Assignments June 2015-2016

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Description of Council Liaison Assignments  
(Updated June 3, 2015)

Addison Airport/ATTAC/Cavanaugh Flight Museum

Non-Profit Grant \$50,000

Tracks and researches issues related to Addison Airport. Also keeps tabs on the Air Transportation Technical Advisory Committee. This is a committee based out of the North Central Texas Council of Governments which is charged with looking at regional and multi-jurisdictional aviation issues. Addison Airport Director Joel Jenkinson is currently chair of this committee. The Cavanaugh Flight Museum (located at 4572 Claire Chennault) is a non-profit educational organization devoted to promoting the study and cultural heritage of aviation.

Addison Arbor Foundation

Non-Profit Grant \$47,500

The Addison Arbor Foundation is a non-profit organization which promotes sustainable natural environments within Addison and enhances public spaces with plantings and public art.

Addison Business Association

Dues: \$200 Luncheons \$5,000

The ABA is a membership organization that includes active executives from retail, financial, manufacturing, construction professional, hospitality and the numerous other industries in the area. The ABA has represented the business community and its concerns in Addison since its creation in 1975.

Addison CARES

An ad-hoc committee charged with developing policy recommendations for the naming of municipal facilities, parks, and so forth.

Addison Legacy Foundation

A non-profit entity which was created in order to allow citizens to donate money towards specific ends, such as a dog park or the restoration of a historical fire truck.

Athletic Club Master Plan

To serve on the Master Plan Committee for the Addison Athletic Club with the goal to focus on creating a comfortable environment where fitness, wellness and recreation activities and programs are a priority that can be adapted to the existing building footprint.

Community Partners Bureau

An ad-hoc committee charged with engaging the various non-profit groups with which the Town contracts for social services or community enrichment.

### Connectivity Project

This town project was funded by the 2012 Bond Election (Proposition 6). The Pedestrian Connectivity Project strives to create a walkable environment for those that work, live or play in Addison. These connections are encouraged through three unique projects: the Redding Trail Expansion (complete); the South Quorum Lighting project; and the Beltway Proton Improvements.

### Cotton Belt

As part of joining DART in 1983, Addison was promised rail transit along the Cotton Belt Line. Throughout the years, the anticipated start date kept getting moved back primarily due to objections from far north Dallas, and most recently, DART's latest rounds of improvements that have landed them heavy in debt with the inability to pursue other projects. In partnership with the NCTCOG and other Cotton Belt cities, Addison has started the discussion to identify additional funding resources that could potentially be secured to complete the Cotton Belt prior to its current estimated completion date of 2030.

### DART

DART is the mass transit authority for the greater Dallas area. Addison was a charter member of DART when it was created in 1983, and has since allocated a 1% sales tax for the provision of transit services. The Cotton Belt Railway, extending 52 miles from Wylie all the way to Fort Worth, crosses Addison just south of Addison Circle Park and parallels Arapaho Road to the City limits. This rail corridor is under the purview of DART and construction of a cross-town railway on those tracks is currently on their 2030 Transit Plan.

### ED/Business Growth and Retention/ Retail Initiatives

Tracks various Economic Development initiatives and assists with outreach to both current and prospective businesses. Tracks issues related to redevelopment of Town real estate, businesses, and community assets. Also examines various opportunities to enhance retail offerings in Addison to both residents and businesses.

### Education

Tracks education related initiatives and activities at the town's private and public schools. Private schools in Addison include Trinity Christian Academy and Greenhill School. Public schools include Dallas ISD's Bush Elementary, and Carrollton-Farmers Branch ISD's McLaughlin-Strickland and Janie Stark Elementary Schools.

### Finance Committee

A special subcommittee of Council members tasked with review of Town financial policy.

### Franchise Utilities (Atmos, Oncor, Time Warner)

Tracks issues related to certain Franchised Utilities, including Atmos Energy (natural gas), Oncor (electricity) and Time Warner.

### Greater Dallas Regional Chamber

Dues: \$6,943

The Dallas Regional Chamber's goal is to ensure the prosperity of Dallas area businesses. They list as their goals 1) Leading Economic Development; 2) Driving Improvements in Public Education; 3) Influencing Public Policy; 4) Catalyzing and advocating for regional partnership; and 5) Providing value to their members. The organization publishes the Dallas Economic Development Guide, a thorough, comprehensive, and easy-to-read guide on the regional economy.

### Intergovernmental Relations

Tracks and reports on issues, developments, and opportunities that are being addressed by two or more government jurisdictions. Included in this assignment is advising regarding shared service opportunities, such as the recent Joint Dispatch agreement.

### Metrocrest Chamber of Commerce

Dues: \$3,630

A chamber of commerce focusing on the four Metrocrest Cities (Addison, Carrollton, Coppell, and Farmers Branch). The Metrocrest Chamber's offices are located in Suite 430 of the Town's Visit Addison building.

### Metroplex Mayors

A gathering of D/FW mayors which takes place at 7:30 am on the second Tuesday of the month at the Marriott Quorum. Guest speakers are brought in from various sectors to discuss issues of relevance to local jurisdictions. The Town handles administrative and treasury functions for this program.

### North Dallas Chamber

Dues: \$5,573

A chamber of commerce which focuses specifically on the North Dallas Area. The NDC fields several committees (Aviation, Education, Governmental Affairs, Power and Energy, and Transportation), each of which focuses on a specific area of attention.

### North Texas Commission

Dues: \$1,200

A non-profit, membership-supported organization whose stated goal is to unify the North Texas region to maximize the visibility of the area as an excellent place to live and do business. The NTC was created in the 1970s as a means of leveraging the brand new D/FW Airport in promoting the North Texas as a business destination. Today, they have a particular focus on public-private partnerships and innovative approaches to regional problems.

### Regional Transportation Council/NCTCOG

The Regional Transportation Council is an independent transportation policy body operated administratively by NCTCOG personnel. The Dallas Metropolitan Planning Organization (or MPO) is a federally mandated organization through which funding for transportation projects and programs are



channeled. It is comprised of 44 member representatives from local government and governmental transportation authorities.

The North Central Texas Council of Governments is a voluntary association of, by, and for local governments, established to assist them in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development.

#### Public Safety the Addison Way

A community initiative aimed at providing support for Addison's Public Safety departments. This includes technology, equipment, or other items that directly impact safety needs. Activities related to the purchase or granting of these items are communicated to and coordinated with Addison Police and Fire Department Officials.

#### Special Studies

These are ad-hoc committees comprised of council members, staff, residents, and local business people, charged with the development review of key areas of the town. The goal is to engage all stakeholders in a given area to promote and realize its potential. Ideally, the end result would be the area attaining an innovative, highest, and best use.

#### State and Federal Legislation

Tracks legislation affecting local governments at the state and federal level. This assignment is currently performed by Town Staff.

#### Sustainability / Recycling

Tracks and researches sustainability issues affecting Addison, the most notable of which is multifamily recycling.

#### Technology

Tracks and researches technology components affecting Addison, the most notable of which are the Town's website and App.

#### TEX-21

Dues: \$2,125

An organization committed to finding comprehensive solutions to transportation challenges. The organization's title is somewhat misleading: TEX-21 is an extended acronym for "Transportation Excellence for the 21<sup>st</sup> century." It does not just look at these issues from a Texas perspective. Rather, it has a national and even international focus, such as how increased shipping traffic through the Panama Canal leads to a greater volume of freight traveling along Texas rail corridors.

#### TML

A membership organization which serves the needs and advocates the interests of cities and elected officials. TML puts on an annual conference, usually in the fall, at which elected officials from around

the state attend educational seminars and networking events. TML also houses the Intergovernmental Risk Pool (IRP) which provides workers compensation, liability, and property coverage for local governments in Texas.

#### Vision North Texas

Vision North Texas is a public-private partnership headed by the Urban Land Institute, the North Central Texas Council of Governments, and the University of Texas at Arlington. Its mission is to increase public awareness about important regional land use issues that affect mobility, air quality, water supply, and other economic and environmental resources.

#### WaterTower Theatre

A non-profit professional theatre company, housed in a theater venue of the same name, directly adjacent to the Addison Conference Centre. Founded in 1996, it produces five main stage shows each season in a flexible, "black box" style performing arts space. The Town owns the facility itself, and has been a principal sponsor (with Hotel Fund dollars) of the company since its inception in 1996.

#### World Affairs Council

Annual Agreement: \$50,000

A non-profit, non-partisan organization aimed at promoting awareness of international business, politics, culture, and foreign policy. Addison currently engages with the World Affairs Council on our Spotlight Series, which is a year-long program comprised of several events geared towards a single country. Currently, the spotlighted country is Mexico, and China was featured last year.

### Changes to List

Keep to Revisit in the Future

#### Zip Code Project (bring back in 2025)

Addison currently has two zip codes. For the majority of the Town, the code is 75001. However, there is a part of Town, which extends roughly from just west of the Tollway to the eastern and southeastern city limits, which has a Dallas zipcode (75254). This is a recent initiative to consolidate all Addison addresses to 75001 for general consistency, as well as to curb any potential misallocations of sales and property tax revenue.

Remove from List

#### Aviation Issues

Tracks broader aviation issues on a regional, state, and federal level. Potentially includes issues related to Love Field, D/FW Airport, and the Federal Aviation Administration.

#### Belt Line Infrastructure

Tracks infrastructure improvements along Belt Line Road, including utility undergrounding, bus stops, and the reconstruction/repair of the road itself.

#### Employee Benefits (employees only as of June 2015)

Tracks issues related to health care benefits enjoyed by Town employees. Also tracks issues related to the Texas Municipal Retirement System. TMRS is the designated retirement program for Town employees. Established in 1947, it is a hybrid “cash-balance defined benefit” retirement plan, rather than the traditional defined benefit plan, which is participated in by more than 850 Texas cities.

Merged

NCTCOG merged with RCT

Redevelopment & Repositioning/Retail Initiatives merged with ED Business Growth

Added

Cotton Belt

**Fiscal Year 2015 - 2016****DRAFT****City Council Liaisons**

<b>Council Activities</b>	<b>Council Member(s)</b>	<b>Objective</b>
Addison Airport/ATTAC/Cavanaugh	Janelle Moore, David Heape	Maintain Council relationship with Airport
Addison Arbor Foundation	Bruce Arfsten	Maintain flow of information and early awareness of projects
Addison Business Association	Todd Meier	Provide Council contact to the Addison business community
Addison CARES	Mary Carpenter	Bring recognition proposals to the Council, updates Council as needed
Addison Legacy Foundation	Todd Meier, Janelle Moore	Facilitates opportunities for projects not requiring city funding through fundraising efforts
Athletic Club Master Plan	Mary Carpenter	Work with staff in formulating a plan to fund and complete Council approved recommendations
Community Partners Bureau	Ivan Hughes, Bruce Arfsten	Facilitate groups engagement with the Council
Connectivity Project	Ivan Hughes	Update the Council on progress of connectivity project
Cotton Belt	Todd Meier, Bruce Arfsten	Get us DART rail before 2035 or find an alternative
DART	Todd Meier	Get us DART rail before 2035 or find an alternative
ED/Business Growth & Retention/Retail Initiatives	Entire Council	Reach out to business community to let businesses know they are valued in Addison. Use ED target list to facilitate. Encourage shopping local.
Education	David Heape	Offer Council connection for schools
Finance Committee	Todd Meier, Ivan Hughes, Dale Wilcox	Review Addison's financial policies and reports

Franchise Utilities (Atmos, Oncor, Time Warner, AT&T)	Dale Wilcox	Keep the utilities aware of Addison's issues and concerns
Greater Dallas Regional Chamber	Todd Meier	Be a catalyst for economic development and referrals
Metrocrest Chamber of Commerce	Dale Wilcox	Advise in transition process of new location and search for president of organization
Metroplex Mayors	Todd Meier	Continue networking with cities and regional organizations
NCTCOG / RTC	Bruce Arfsten, Alternate	Emergency preparedness
North Dallas Chamber	Janelle Moore	Encourage the Chamber to support Addison's position on rail whether it is through DART or an alternative
North Texas Commission	Ivan Hughes	Track and update the Council on issues that will impact the North Texas region
Special Studies	Mary Carpenter, Ivan Hughes	Address studies or projects as they arise
State and Federal Legislation **	Todd Meier, Janelle Moore	Track and update the Council on legislative issues impacting Addison
Sustainability/Recycling	Mary Carpenter	Promote recycling throughout Addison with a focus on multifamily housing
Technology	David Heape	Update the Council on current technology trends and advancements
TML	Entire Council	Stay current on issues related to city governance
WaterTower Theatre	Mary Carpenter	Gain a voting seat on the Board of Directors
World Affairs Council (WAC)	Janelle Moore	Host cultural events in Addison, access WAC resources for diplomatic processes

*\*\* Fred Hill will also advise this assignment*

Update 6/12/15

**AI-1187**

**3.**

**Work Session and Regular Meeting**

**Meeting Date:** 06/23/2015

**Department:** City Manager

**Council Goals:** N/A

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**AGENDA CAPTION:**

Minutes for the June 8, 2015 City Council Special Meeting and Work Session and the June 9, 2015 City Council Regular Meeting and Work Session.

**BACKGROUND:**

N/A

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

06-08-2015 Minutes

06-09-2015 Minutes

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# **DRAFT**

## **OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION**

June 8, 2015

5:30 PM

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

## **OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL SPECIAL MEETING**

June 8, 2015

5:30 PM

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

Posted by: Chelsea Gonzalez, June 5, 2015, 5:00pm

Present: Arfsten; Carpenter; Heape; Hughes; Meier, Mayor; Moore; Wilcox

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### **WORK SESSION**

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- A. Present, review, and discuss the proposed annual budget for the Town of Addison for Fiscal Year 2015- 2016 (beginning October 1, 2015 and ending September 30, 2016), including but not limited to the Utility Fund, Stormwater Fund, Airport Fund, Hotel Fund, Economic Development Fund, Information Technology Fund, Capital Replacement Fund, and the General Fund.

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### **Executive Session**

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Closed (executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code, to seek the advice of its attorney regarding anticipated litigation, Hunse v. Town of Addison.

The City Council entered executive session at 7:36 pm.

The City Council closed executive session at 8:30 pm.

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Reconvene from Executive Session

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**RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

There was no action taken on this item.

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Adjourn Meeting

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NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

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Mayor-Todd Meier

Attest:

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City Secretary-Chelsea Gonzalez



# **DRAFT**

## **OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION**

June 9, 2015

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

6:00 PM Work Session | 7:30 PM Regular Meeting

## **OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING**

June 9, 2015

Addison Town Hall, 5300 Belt Line Rd., Dallas, TX 75254

6:00 PM Work Session | 7:30 PM Regular Agenda

Posted by: Chelsea Gonzalez, June 5, 2015, 5:00pm

Present: Arfsten; Carpenter; Heape; Hughes; Mayor Meier; Moore; Wilcox

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### **WORK SESSION**

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- A. Presentation and discussion regarding a public comment section on the City Council agenda.
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- B. Presentation regarding the Addison Athletic Club Master Plan including recommendations from the Master Plan Committee.
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#### **RECOMMENDATION:**

The Master Plan Committee recommendations will be presented to the Council at the June 9, 2015 Council Work Session.

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- C. Presentation and discussion regarding special assignments of members of the Council regarding various non-profit entities, Addison facilities and projects, and local, regional and Statewide organizations to which the Council members serve as liaisons.
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# REGULAR MEETING

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## Pledge of Allegiance

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Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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## Consent Agenda: Items 1-6

*All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.*

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1. Minutes for the May 26, 2015 City Council Meeting and Work Session.

### RECOMMENDATION:

Administration recommends approval.

Motion made by Moore to approve, as submitted,  
Seconded by Hughes

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

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2. First Amendment to Conventional Hangar Lease with ADS U.S. Sport Aircraft, LLC, in connection with a city-owned hangar located at 4700 Airport Parkway on Addison Airport.

### RECOMMENDATION:

Administration recommends approval.

Item 2 was pulled from the consent agenda for clarification.

Lisa Pyles, Director of Infrastructure and Development Services,  
spoke regarding this item.

Motion made by Moore to approve, as submitted,  
Seconded by Heape

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

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3. A resolution approving a lease agreement with Jani-King International, Inc., for a conventional hangar at 4730 George Haddaway at Addison Airport.

**RECOMMENDATION:**

Administration recommends approval.

Motion made by Moore to approve, as submitted,  
Seconded by Hughes

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

- 
4. A resolution adopting the Naming and Recognition Policy for structures, parks and trails.

**RECOMMENDATION:**

Administration recommends approval.

Motion made by Moore to approve, as submitted,  
Seconded by Hughes

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

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5. Release of the retainage and final payment to C. GreenScaping, LP. for the completion of the Redding Trail Expansion in the amount of \$13,459.34.

**RECOMMENDATION:**

Administration recommends approval.

Motion made by Moore to approve, as submitted,  
Seconded by Hughes

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

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6. REPLAT/Quorum West Lots 1R and 2R, Block 2. Replat for two lots totaling 2.775 acres located generally at 14930 Landmark Boulevard, on application from Cumulus Design, represented by Mr. Quadri Akamo.

**RECOMMENDATION:**

Administration recommends approval.

Motion made by Moore to approve, as submitted,  
Seconded by Hughes

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

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Regular Items

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7. Presentation by the Metrocrest Chamber to Council Member Carpenter for the successful completion of Leadership Metrocrest Class XXVI.

Item 7 was pulled from the agenda.

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8. **PUBLIC HEARING** Case 1715-SUP/Public School 972. Public hearing, discuss, consider and take action regarding Ordinance Number O15-014 approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on the property located at 14854 Montfort Drive, on application from Kelly Architects, represented by Mr. George Kelly.

**RECOMMENDATION:**

Administration recommends approval.

Charles Goff, Assistant Director of Development Services, spoke regarding the item.

George Kelly, the applicant, and Michael Aguilar, the property owner, also spoke regarding this item.

A public hearing was opened and an opportunity to speak offered to the public.

There were no individuals who spoke at the public hearing.

The public hearing was closed.

Motion made by Mayor Meier to table the case to June 23rd to give the restaurant and the land owner an opportunity to meet with staff to come up with a specific parking plan.

Seconded by Wilcox

**Voting** AYE: Arfsten, Carpenter, Heape, Mayor Meier, Moore,  
Wilcox

Passed

- 
9. **PUBLIC HEARING.** Public hearing regarding the process and criteria for selecting a person to serve as the new City Manager.

A public hearing was opened and an opportunity to speak offered to the public. The following individual spoke at the public hearing.  
Mary Anne Redmond, 14608 Hemingway Court

The public hearing was closed.

There was no action taken on this item.

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10. Presentation and discussion regarding an update on the search for the new city manager.

The City Manager Search Committee gave an update on the search for a new city manager.

There was no action taken on this item.

- 
11. Discuss, consider and take action regarding appointments to the Finance Committee.

Motion made by Moore to continue with the Finance Committee, as a permanent committee for this Council,

Seconded by Carpenter

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

Motion made by Mayor Meier to appoint Todd Meier, Dale Wilcox, and Ivan Hughes to the Finance Committee,

Seconded by Carpenter

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

- 
12. Discuss, consider and take action regarding an appointment to the Planning and Zoning Commission.

Motion made by Mayor Meier to move items 12 and 13 into executive session,

Seconded by Moore

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

The City Council convened into closed session in accordance with Section 551.074 of the Texas Government Code to discuss personnel or to hear complaints against personnel.

The City Council entered executive session at 8:22 pm.

The City Council closed executive session at 8:27 pm

Council Member Arfsten recommended the appointment of Stacy Griggs to the Planning and Zoning Commission.

Motion made by Arfsten

Seconded by Moore

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

- 
13. Discuss, consider and take action regarding an appointment to the Board of Zoning Adjustment.

Motion made by Mayor Meier to move items 12 and 13 into executive session,

Seconded by Moore

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

The City Council convened into closed session in accordance with Section 551.074 of the Texas Government Code to discuss personnel or to hear complaints against personnel.

The City Council entered executive session at 8:22 pm.  
The City council closed executive session at 8:27 pm

Council Member Moore recommended the reappointment of Troy Cooper to the Board of Zoning Adjustment.

Motion made by Moore  
Seconded by Hughes

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

- 
14. Discuss, consider and take action regarding a resolution approving Service Agreements with Oncor Electric Delivery Company LLC for the Beltway/Proton Pedestrian Connectivity Project.

RECOMMENDATION:  
Administration recommends approval.

Slade Strickland, Director of Parks and Recreation, spoke regarding this item.

Motion made by Moore to approve, as submitted,  
Seconded by Hughes

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

- 
15. Discuss, consider and take action regarding an agreement with Groves Electric Service Inc. for an amount not to exceed \$2,018,182.26.

RECOMMENDATION:  
Administration recommends approval.

Slade Strickland, Director of Parks and Recreation, spoke regarding this item.

Motion made by Carpenter to approve, as submitted,  
Seconded by Arfsten

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

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16. Discuss, consider and take action regarding an agreement with Lea Park and Play for the installation of a new playground at Les Lacs Park for an amount of \$194,763.

**RECOMMENDATION:**

Administration recommends approval.

Slade Strickland, Director of Parks and Recreation, spoke regarding this item.

Motion made by Hughes to approve, as submitted,  
Seconded by Carpenter

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

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## Executive Session

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Closed (executive) session of the Addison City Council pursuant to Section 551.071, Tex. Gov. Code, to seek the advice of its attorney(s) regarding pending litigation: Town of Addison, Texas v. ProAir Developments, L.P., Cause No. DC-13-15164, 14th Judicial District, Dallas County, Texas and anticipated litigation, Hunse v. Town of Addison, et. al, and anticipated litigation regarding use of newsletter email distribution list.

The City Council entered executive session at 8:42 pm.

The City Council closed executive session at 8:53 pm.

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## Reconvene from Executive Session

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**RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

Motion made by Carpenter to approve, Resolution R15-025, A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE TERMS OF A SETTLEMENT IN *TOWN OF ADDISON V. PROAIR DEVELOPMENT, L.P.*; AUTHORIZING THE MAYOR TO EXECUTE SETTLEMENT DOCUMENTS; DIRECTING THE TOWN'S ATTORNEY TO FILE DOCUMENTS TO DISMISS THE SUIT; AND PROVIDING AN EFFECTIVE DATE.

Seconded by Heape

**Voting** AYE: Arfsten, Arfsten, Carpenter, Carpenter, Heape, Heape, Hughes, Hughes, Mayor Meier, Mayor Meier, Moore, Moore, Wilcox, Wilcox

Passed

Motion made by Arfsten to approve, Resolution R15-024, A RESOLUTION OF THE TOWN OF ADDISON, TEXAS EXPRESSING REGRET AT THE PROCESS UTILIZED ON JUNE 10, 2014, FOR CONSIDERATION OF THE REMOVAL OF TOM HUNSE AS A MEMBER OF THE ADDISON PLANNING & ZONING COMMISSION; AUTHORIZING PAYMENT OF ATTORNEYS FEES IN THE AMOUNT OF \$27,000; AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE; AND PROVIDING AN EFFECTIVE DATE.

Seconded by Moore

Mayor Todd Meier read Resolution R15-024.

- 
17. Discuss, consider and take action regarding a resolution approving the release and settlement agreement regarding the Town's newsletter email distribution list.

Motion made by Hughes to approve, Resolution R15-023, A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A RELEASE AND SETTLEMENT AGREEMENT BETWEEN THE TOWN OF ADDISON AND RALPH DOHERTY, LIZ OLIPHANT, NEIL RESNIK, BUNNY SUMMERLIN,

VIRGINIA WALLACE AND JAN MCDOWELL, AUTHORIZING THE  
MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING AN  
EFFECTIVE DATE.

Seconded by Wilcox

**Voting** AYE: Arfsten, Carpenter, Heape, Hughes, Mayor Meier,  
Moore, Wilcox

Passed

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Adjourn Meeting

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NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

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Mayor-Todd Meier

Attest:

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City Secretary-Chelsea Gonzalez

AI-1177

4.

**Work Session and Regular Meeting**

**Meeting Date:** 06/23/2015

**Department:** General Services

**Council Goals:** Mindful stewardship of Town Resources.  
Infrastructure improvement and maintenance

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**AGENDA CAPTION:**

Approval of award of bid to Johnson Controls, Inc., for Heating, Ventilating, and Air-Conditioning (HVAC) Annual Maintenance Services for all Town owned facilities per an Inter-local agreement with the City of Coppell in the amount of \$165,728.

**BACKGROUND:**

The Town contracts the annual maintenance of all Heating, Ventilating and Air-Conditioning systems (HVAC) for all Town owned facilities. This annual service provides all labor necessary to inspect, install replacement parts, repair and service all HVAC equipment, to maintain it in good operating condition for the full term of the agreement. Regularly scheduled maintenance is performed every 60 days.

Johnson Controls, Inc., won the Town's bid for services in 2011 and has since provided HVAC services up till now as the current agreement now expires. Johnson Controls recently won the bid for HVAC services for a neighboring community, the City of Coppell. Through an inter-local agreement with the City of Coppell and utilizing their bid Q-0313-02, staff is taking advantage of partnering on their bid to save time and bidding costs as well as annual operation cost. The new agreement amount for services results in an annual cost savings of \$324.

This agreement shall be in effect for a period of three years from June 2015 to June 2018.

**RECOMMENDATION:**

Administration recommends approval.

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**Fiscal Impact**

**Budgeted Yes/No:** Yes

**Funding Source:** General, Hotel and Utilities Funds

**Amount:** \$165,728

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**Attachments**

Proposal- Johnson Controls

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## Planned Service

CUSTOMER  
TOWN OF ADDISON

LOCAL JOHNSON CONTROLS OFFICE  
3021 W BEND DR  
IRVING, TX 75063-3116

AGREEMENT START DATE:  
6/24/2015

PROPOSAL DATE:  
5/21/2015

ESTIMATE NO:  
Per Coppell Agreement Q-0313-02



## Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL  
PREPARED FOR Town Of Addison

## Executive Summary

### PLANNED SERVICE PROPOSAL FOR TOWN OF ADDISON

Dear Will Newcomer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years - starting 6/24/2015 and ending 6/19/2018.
- Coppel Contract (Q-0313-02)
- The agreement price for first year is \$165,728.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in attached Coppel Contract (Q-0313-02), and Schedule A (Equipment), and Schedule B (special Terms).

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Kristie Brooks  
Account Executive

## Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

- 1. Identify Energy Savings Opportunities**  
Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
- 2. Reduce Future Repair Costs**  
Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
- 3. Extend Asset Life**  
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
- 4. Ensure Productive Environments**  
Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished.
- 5. Promote Environmental Health and Safety**  
When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

## JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR Town Of Addison

### Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

### A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



### Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

### Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

### The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



### Service Plan Methodology

## JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR Town Of Addison

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

### Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

### Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

### Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

### Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

## Summary of Services and Options

### Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.



## JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR Town Of Addison

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

### Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL  
PREPARED FOR Town Of Addison

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JOHNSON CONTROLS PLANNED SERVICE PROPOSAL  
PREPARED FOR Town Of Addison

**Planned Service Agreement**

Customer Name: TOWN OF ADDISON  
Address: PO BOX 1449010 ADDISON TX 76001-0144  
Proposal Date: 6/21/2015  
Estimate #: Per Coppell Agreement Q-0313-02

**Scope of Service**

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Equipment"), & Schedule B ("Special Terms") will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

**Extended Service Options for Premium Coverage**

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

**Equipment List**

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

**Term Renewal**

This Agreement takes effect on 6/24/2015 and will continue until 6/19/2018 ("Original Term"). The Agreement will renew annually with the issuance of a new PO after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

**Refrigerant Charges**

Refrigerant is included under this Agreement.

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL  
PREPARED FOR Town Of Addison

**Price and Payment Terms**

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$165,728.00. This amount will be paid to JCI in Monthly installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

Town of Addison

This proposal is valid for thirty days from the proposal date.

**JOHNSON CONTROLS Inc.**

By: Kristie Brooks

By:

Signature :

Signature:

Title:

Date:

Title:

Date:

Signature:

Customer PO#:

Title:

Date:

JCI Branch: JOHNSON CNTRL DALLAS FORT WORTH IRVING CB - 0N81

Address: 3021 W BEND DR

IRVING TX 75063-3116

Branch Phone: Error! Reference source not found.

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL  
PREPARED FOR Town Of Addison

Schedule A

**Equipment List (Selected Equipment to be serviced)**

## TOWN OF ADDISON HVAC EQUIPMENT LIST

Updated 5/20/15

### Town Hall 5300 Belt Line Rd.

- 1 each Lennox model #13ACD-60-230-02 serial# 5807D37819 condensing unit (installed 7/2007)
- 1 each Lennox model #13ACD-60-230-02 serial# condensing unit (installed 9/2007)
- 1 each Lennox model #HS26-048-2P condensing unit (installed 9/1999)
- 3 each Lennox model #HS26-060-2P condensing units (installed 9/1999)
- 2 each Lennox model #CH23-65-1 evaporative coil units (installed 9/1999)
- 4 each Lennox model #C26-51/65FC-1 evaporative coil units (installed 9/1999)
- 2 each Lennox model #G24M4/5-120A-12 gas furnaces (installed 9/1999)
- 1 each Lennox model #G24M4/5-120A-6 gas furnace (installed 11/1997)
- 2 each Lennox model #G24M4/5-100A-12 gas furnaces (installed 9/1999)
- 1 each Lennox model #80MGF4/5-120A-1 gas furnace (installed 11/1997)
- All associated controls

### Finance Bldg., 5350 Belt Line Rd.

- 1 each Lennox model #13ACD-60-230-02 serial# condensing unit (installed 9/2007)
- 2 each Lennox model #HS26-060-2P condensing units (installed 9/1999)
- 1 each Lennox model #HS26-036-2P condensing unit (installed 9/1999)
- 1 each Lennox model #HS26-042-2P condensing unit (installed 9/1999)
- 1 each Lennox model #10ACB36-5P condensing unit (installed 9/1996)
- 3 each Lennox model #CH23-65-1 evaporative coil units (installed 9/1999)
- 2 each Lennox model #CH23-41-1 evaporative coil units (installed 9/1999)
- 1 each Lennox model #CH23-51-1 evaporative coil units (installed 9/1999)
- 2 each Lennox model #G24M4/5-120A-12 gas furnaces (installed 9/1999)
- 2 each Lennox model #G24M4/5-100A-12 gas furnaces (installed 9/1999)
- 1 each Lennox model #G24M3-75A-11 gas furnaces (installed 9/1999)
- 1 each Lennox model #80MGF3-75A-1 gas furnace (installed 10/1997)
- All associated controls

### Service Center 16801 Westgrove Rd.

- 1 each Lennox model# LGC060S2DS1G serial# 5604D11710 (installed 5/22/2004)
- 1 each Lennox model# LGC150S2BH2G serial# 5604D11547 (installed 5/22/2004)
- 1 each Lennox model# LGC060S2DS1G serial# 5604D11711 (installed 5/22/2004)
- 1 each Lennox model# LGC072S2BH1G serial# 5604D11673 (installed 5/22/2004)
- 1 each Lennox model# LGC180S2BS1G serial# 5604D10863 (installed 5/22/2004)
- 1 each Lennox model# LGC048S2DS1G serial# 5604D11800 (installed 5/22/2004)
- 1 each Lennox model# LGA060HS1Y (installed 9/1999)
- 1 each Lennox model# LGA042HS1Y (installed 9/1999)
- 1 each Lennox model# LGC060S2DS1Y serial# 5604D08135 (installed 5/22/2004)
- \* 1 each Lennox model HS29-261-3P condensing unit (installed 2/1998)
- 1 each Lennox model HS27-024-1P condensing unit (installed 9/1999)

- \* 2 each Janitrol model A24-05 air handler (\*1 installed 2/1998 & 1 installed 9/1999)
- \* 1 each Lennox model CB29M-5-1 air handler (installed 2/2003)
- \* 1 each Lennox model 10ACC-048-230-02 condensing unit (installed 2/2003)
- \*2 each Lennox model# XC14060 condensing unit (installed 8/2008)
- \*2 each Lennox model CBX32M -060 air handler (installed 8/2008)
- 2 each Trane model 4TTR3060D1000AB condensing unit (installed 2/2014)
- 2 each First Company model 60PHYXO Fan Coil Unit (installed 2/2014)
- 1 each Trane model 4TTR3018G1000AA condensing unit (installed 2/2014)
- 1 each First Company model 18HX-5 Fan Coil Unit (installed 2/2014)
- 4 each Reznor model #UDAP 100 unit heaters (installed 10/2006)
- 1 each Reznor model #UDAP 75 unit heater serial# BNC796EN84205X (install 2/2015)
- 1 each Reznor model CEEXL60 unit heater
- 1 each Dayton model #3E366A unit heater serial# C8713886 (installed 11/98)
- 1 each Lennox model #LF24-50A-1 unit heater serial # 6396G77643 (installed 1/9/97)
- All associated controls

\* - Server Room Spares

#### **Police & Courts Bldg. 4799 Airport Parkway**

- 3 ea Lennox model #LCA120HN1Y Pkg. units (installed 9/1999)
- 1 ea York model #D1EB060A25B Pkg. unit (installed 9/1999)
- 2 ea York model #D1EB036A25B Pkg. units (installed 9/1999)
- 1 ea Lennox model #LCA060HN1Y Pkg. unit (installed 9/1999)
- 1 ea Lennox model #CB30M65-4P serial# 5807B02972 electric heat and fan coil unit (installed 6/2007)
- 1 ea Lennox model #HS26-060-2P condensing unit (installed 9/1999)
- 1 ea Lennox model #10ACB48-10P condensing unit
- 1 ea Janitrol 4 Ton air handler
- 1 ea Carrier model #50TJ-014-511 serial #2396G30575 (installed 7/5/96)
- 1 ea Mitsubishi model PLA-A36BA indoor / PUY-A36NHA outdoor (installed 9/2007)
- 1 ea Daikin model FTXS12DVJU indoor / RXS12DVJU outdoor (installed 8/2007)
- All associated controls

#### **Police Sub-Station 4943 Addison Circle Dr.**

- 1 ea Carrier model #38CK030320 serial #2997E09413 condensing unit
- 1 ea Carrier model #FA4ANF030 serial #4797A14451 air handler unit

#### **Fire Station #1 4798 Airport Parkway**

- 2 each Lennox model #LGA060HS1Y Pkg. units (installed 9/1999)
- 1 each Lennox model #GCS16-653-125-54 Pkg. unit (installed 11/95)
- 1 each Lennox model #HS24-411-1P condensing unit (installed 10/1995)
- 1 each Janitrol model #A36-15 fan coil unit w/electric heat (installed 4/1996)
- 1 each Lennox model #LGA042HS1Y Pkg. unit (installed 9/1999)
- 2 each Lennox model # HS290723Y condensing units (installed 8/2008)

2 each Lennox model# CB29M654P air handler unit (installed 8/2008)  
1 each Lennox model #G40 Heater (installed 2/2005)  
2 each Lennox model# unit heaters  
All associated controls

**Fire Station #2 3950 Beltway Dr.**

2 each Lennox model #GCS-653-125-54 Pkg. A/C units (installed 11/8/1995)  
1 each York model #DINA042N05625C Pkg. A/C unit (installed 9/1999)  
2 each Hastings model #F200 unit heaters  
All associated controls

**Athletic Club 3900 Beltway Dr.**

Chiller- Trane model #RTHB130 (start-up 4/1997, Trane extended warranty)  
Boiler #1- Rite model #200WG  
Boiler #2- Lochinvar model #CSN0475  
Day Care- York model #CM-3610  
Janitrol Furnace BF36-10 Serial 870400085.  
Water Tower- Ceramic model# XL75P3 (installed 7/1997)  
Dectron Dry-O-Tron Institutional Dehumidifier - model #DSH-152-7  
serial # A2005010006 (installed 3/2005, under warranty/contract until 3/2006)  
Air Handlers- 11 each - 2 were changed with Carrier M39 units 1/2003  
VAV boxes: 4 each Trane model#PAR17112773SPDDD03 (installed 7/1997)  
6 each Trane model#PAR06072773SPDDD03 (installed 7/1997)  
3 each Trane model#PAR1112773SPDDD03 (installed 7/1997)

All associated controls

Dehumidifier/Pool Pump in the pool equipment room -

Challenger PACFAB 5 HP pump Model: CFII-N1-5FB 3PH Centurion Electric  
Motor, 5.0 hp, 3 ph, 230/460 volts, 60Hz, 3450 rpm

Tower Pump in HVAC equipment room -

Model: 5KS254AL205A, General Electric 15 hp, 3 ph, 230/460 volts, 60Hz, 1770 rpm, 254T Frame Type K.S., 1.15 Service Factor.

Boiler Pump in HVAC equipment room -

Part # 6-357719-01, Century Electric MagnaTek 5.0 hp, 3 ph, 23-/460 volts, 60 Hz, 1745 rpm, D184T Frame Type S.C., 1.15 Service Factor.

Chiller Pump in HVAC equipment room -

Part # 6-349106-01, Gould E Plus 15 hp, 3 ph, 230/460 volts, 60Hz, 1755 rpm, G2541 Frame Type SCE, 1.15 Service Factor.

Two Water Treatment Injector Pumps in HVAC equipment room -

1 each Model A141-151, Liquid Metronics, 115 volts, 1 amp.

1 each Model LE13SA-PTC1-NA002, Pulsafeeder, 115 volt, .6 amp.

**Athletic Center Expansion Added 7/2003**

Package Units



5 each Carrier model# 50BYN008-6      7.5 tons  
 Electric Duct Heaters  
 5 each TUTCO open coil slip-in  
 VAV Boxes  
 2 each Enviro-tec model SDR-BH  
 1 each Enviro-tec model SDR

Conference and Theatre Centre 15650 Addison Rd.

Note: ACC = Addison Conference Centre  
 ATC = Addison Theatre Centre

#### Package Units

	Location	Make	Model#	Serial#	Tonnage
RTU 1	ACC	York	ZR300W24S4RZZ10001	N1D3659808	25
RTU 2	ACC	York	ZR300N24S4RZZ10001	N1D3659807	25
RTU 3	ACC	York	ZR102N10P4RZZ50001	N1D3662466	8.5
RTU 4	ACC	York	ZR102N10P4RZZ50001	N1D3662467	8.5
RTU 5	ACC	York	ZF072N08N4AAA1A	N1H1295489	6 Install 9/11
RTU 6	ACC	York	ZR120N15P4RZZ50003	N1D3662449	10
RTU 7	ATC	York	Z33AN34A61AAAK0001	N1E3682271	30
RTU 8	ATC	York	Z34AN34A6AAAK0001	N1E3682270	40
RTU 9	ATC	York	ZR240N24K4RZZ10001	N1C3582001	20
RTU 12	ATC	York	ZR090N15P4RZZ50001	N1D3662465	7.5
RTU 14	ATC	York	ZR090N15P4RZZ50001	N1D3662464	7.5
RTU 16	ATC	York	ZR049N07P4RZZ50001A	N1D3662458	4
RTU 17	ATC	York	ZR078N10P4RZZ60001A	N1D3662452	6.5
RTU 18	ATC	York	ZR120N15P4RZZ5003A	N1D3662450	10
RTU 19	ATC	York	ZR037N05P4RZZ50001A	N103662457	3
RTU 20	ATC	York	ZR049N07P4RZZ50001A	N1D3662459	4
RTU 21	ATC	York	ZR078N10P4RZZ60001A	N1D3662453	6.5
RTU 22	ATC	York	D2NX036D09046NX	W1D3648315	3

#### Split Systems

Loc.	Make	Tonnage	Condensing Unit Model/Serial	Air Handler Model/ Serial
ACC	York	7.5	YC090C00A4AAA2/ N1A3386221	NC090600B6AAA2/ N1B3488136

ACC York	7.5	YC090C00A4AAA2/ N1C3536691	NC090C00B6AAA2/ N1A3386204
ACC York	7.5	YC090C00A4AAA2/ N1C3536692	NC090C00B6AAA2/ N1A3447759
ACC York	1.5	YCJD1854151/ W1A3422740	AHE18B3XH21/ W1C3552376
ATC York	7.5	YC090C00A4AAA2/ N1A3386222	NC090C00B6AAA2/ N1A3424021
ATC York	7.5	YC090C00A4AAA2/ N1F2923632	NC090C00B6AAA2/ N1A3411165
ATC York	5	YCJD6054454/ W1D3390839	MX20DN21/ W1C3579983
ATC York	5	YCJD6054454/ W1B3390832	MX20DN21/ W1C3579968
ATC York	5	YCJD6054453/ W1A3382020	MX20DN21/ W1C3579974

**Stone Cottage 4901 Addison Circle Dr. – Installed 10/19/98**

Make	Tonnage	Condensing Unit Model\Serial	Air Handler Model\Serial
Carrier	5	38YCC060300\ 1098E02556	FB4ANF060\0498A33158
Carrier	5	38YCC060300\ 1098E02550	FB4ANF060\0198A06668

**Celestial Pump Station 5510 Celestial**

1 each Lennox model #10ACB24-9P condensing unit  
 1 each Goodman model #ARUF182416 air handler (installed 6/2008)  
 1 each Carrier model #38CKC030330 condensing unit  
 1 each Carrier model #FA4ANF030 air handler

**Special Events Pavilion 4970 Addison Circle Dr. – Installed 10/2003**

Make	Tonnage	Condensing Unit Model	Air Handler Model	Heating
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Trane	5	TWA0060C3000A	TWE060P13	25kW electric
Trane	4	TWA0048C3000A	TWE048P13	15kW electric
Trane	2.5	TWA0030C3000A	TWE030P13	10kW electric
Trane	2.5	TWA0030A3000AB (installed 7/2008)	TWE030P13	10kW electric

**Visit Addison Center 5100 Belt Line Road, Suite 400**

Make	Model#	Serial#	Tonnage
TRANE	YSL048E4RHA097	110LL0048L	4
TRANE	YSC048B3EMH	417100196	4
TRANE	YSC072E412MA12000A00000L	110100681	6
TRANE	YSL120E4RLB16000A1A00000	110L1023L	10
TRANE	YSC102E4RLA120001A1A0000	110110112L	10
TRANE	YSC036E4RLA18D1A1A00000B	110110036L	3
TRANE	YSC036E4RLA18D1A1A00000B	110110042L	3
TRANE	YCD240B410HA	223100746D	20

**Visit Addison Center 5100 Belt Line Road, Suite 430**

Make	Model#	Serial#	Tonnage
TRANE	YCD102CBHAAB	M4910210140	10
TRANE	YCD150C3HABA	M491040680	12.5
TRANE	YSC036A3RLA000	412101533L	3 TON
CARRIER	50EP008A-510FAQ293867	NO SERIAL #	7 TON
RHEEM	RSKAHO24SK000	6302F219934693	2 TON

**Split System**

Make	Model#	Serial#	Tonnage
TRANE	TWE018C140A0	M4932641V	1.5
TRANE	TTR018D100A1	M473NU2AF	1.5

**Vitruvian Restrooms 3956 Vitruvian Way**

1 ea Samsung model MH080FXCA4A serial F328PAFC500006B condensing unit 3 Ton  
 2 ea Samsung model MH026FNCA serial F324PAKC600030K air handler unit  
 serial F324PAKC600171D air handler unit  
 serial F324PAKC600070N air handler unit

## Schedule B – Special Terms

1. The following sites will have a (1) one hour response time:
  - a. (5)five computer rooms & the Addison Athletic Club
2. Filters will be changed at all sites every other month.
3. This contract does not include the following items referenced in the Coppel Contract (Q-0313-02)
  - a. 7.8 "Contractor shall be responsible for filter replacement for Airmation Diesel Exhaust removal units and microcon air purification units at all fire station facilities"
  - b. 7.13 "Contractor shall be able to provide service and repair work as needed to the existing EMS.

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL  
PREPARED FOR Town Of Addison

**Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)**

Year 1 June 20 <sup>th</sup> 2015 – June 19 <sup>th</sup> 2016	\$165,728.00
Year 2 June 20 <sup>th</sup> 2016 – June 19 <sup>th</sup> 2017	\$165,728.00
Year 3 June 20 <sup>th</sup> 2017 – June 19 <sup>th</sup> 2018	\$165,728.00

**Special Additions & Exceptions**

See Attached Coppell Contract, Terms and Conditions



## INVITATION TO BID

Return Bid To: City of Coppel  
Purchasing Department  
PO Box 9478  
Coppell, Texas 75019

The enclosed *Invitation To Bid* and accompanying *Specifications with Bid Sheets* are for your convenience in bidding the enclosed referenced products and/or services for the City of Coppel. Sealed bids shall be received no later than: TUESDAY, MARCH 26, 2013, 10:00AM.

### MANDATORY PRE-BID CONFERENCE

The City of Coppel will have a mandatory pre-bid conference Tuesday, March 19, 2013 at 10:00am at: 255 Parkway Blvd. Coppell, TX 75019

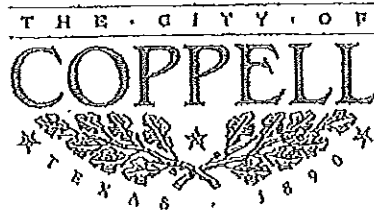
Please reference Bid No. Q-0313-02, "HVAC MAINTENANCE CONTRACT," in all correspondence pertaining to this bid and affix this number to outside front of bid envelope for identification. All bids shall be to the attention of the Purchasing Department.

The City of Coppel appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will be returned unopened and shall be considered void and unacceptable. Bid opening is scheduled to be held in the Office of the Purchasing Agent, 255 Parkway Boulevard, Coppell, Texas. You are invited to attend.

If Bidder desires not to bid at this time, but wishes to remain on the commodity bid list, please submit a "NO BID" response (same time/location). The City of Coppel is always very conscious and extremely appreciative of the time and effort expended to submit a bid. However, on "NO BID" responses please communicate any bid requirement(s) which may have influenced your decision to "NO BID."

If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive Invitation To Bid, Bidder shall be removed from said bid list. However, if you choose to "NO BID" at this time but desire to remain on the bid list for other commodities, please state the specific product/service for which your firm wishes to be classified.

Awards should be made approximately three weeks following the bid opening date. To obtain results, or if you have any questions, please contact the Purchasing Department at 972-304-3644.



INVITATION TO BID  
INSTRUCTIONS/TERMS OF CONTRACT  
BID NO. Q-0313-02  
HVAC MAINTENANCE CONTRACT

By order of the City Council of the City of Coppell, Texas, sealed bids will be received for:

**HVAC MAINTENANCE CONTRACT**

*TO PROVIDE* for an annual Contract commencing thirty (30) days after the date of the award and continuing for twelve month period. The City of Coppell, City Council reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the city.

*IT IS UNDERSTOOD* that the City Council of the City of Coppell, Texas reserves the right to reject any and/or all bids for any/or all products and/or services covered in this bid request and to waive informallties or defects in bids or to accept such bids as it shall deem to be in the best interests of the City of Coppell.

*BIDS MUST BE* submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope, with each page manually signed by a person having the authority to bind the firm in a Contract, and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED!

**SUBMISSION OF BIDS:** Sealed bids shall be submitted no later than 10:00am, TUESDAY, MARCH, 26, 2013 the address as follows:

City of Coppell  
Purchasing Department  
255 Parkway Blvd.  
Coppell, Texas 75019

**MARK ENVELOPE: "BID NO. Q-0313-02, HVAC MAINTENANCE CONTRACT"**  
ALL BIDS MUST BE RECEIVED IN THE CITY'S PURCHASING DEPARTMENT  
BEFORE OPENING DATE AND TIME.

## PUBLIC NOTICE STATEMENT FOR ADA COMPLIANCE

The City of Coppell acknowledges its responsibility to comply with the Americans With Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Coppell sponsored public programs, services and/or meetings, the City requests that individuals make request for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Vivyon V. Bowman, ADA Coordinator or other designated official at (972) 462-0022, or (TDD 1-800-RELAY, TX 1-800-736-2989).



INSTRUCTIONS TO BIDDERS

**FUNDING:** Funds for payment have been provided through the City of Coppell budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

**LATE BIDS:** Bids received in the City of Coppell Purchasing Department after submission deadline will be considered void and unacceptable. The City of Coppell is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the Bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and Bidder so agrees upon submittal of their bid.

**SALES TAX:** The City of Coppell is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax. Bidder shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale, and shall be responsible to report and pay such taxes in a timely manner.

**BID AWARD:** The City reserves the right to award any combination of the sections as is deemed in the best interest of the City. The City also reserves the right to not award one or none of the sections.

**CONTRACT:** This bid, when properly accepted by the City of Coppell, shall constitute a Contract equally binding between the successful Bidder and the City. No different or additional terms will become a part of this Contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made in writing by the City's Purchasing Agent.

*IF DURING THE* life of the Contract, the successful Bidder's net prices to other customers for items awarded herein are reduced below the Contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Coppel.

A *PRICE* redetermination may be considered by the City only at the anniversary date of the Contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, postage rates, Railroad Commission rates, Wage/Labor rates, etc.). The Bidder's past history of honoring Contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. The City reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City.

*DELIVERY:* all delivery and freight charges (F.O.B. City of Coppel) are to be included in the bid price.

*DELIVERY TIME:* Bids shall show number of days required to place goods ordered at the City's designated location. Failure to state delivery time may cause bid to be rejected. Successful Bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful Bidder shall give written notice to the Purchasing Agent. The City has the right to extend delivery time if reason appears valid. Successful Bidder must keep the Purchasing Department advised at all times of the status of the order.

*CONFLICT OF INTEREST:* No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

*ETHICS:* The Bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Coppel.

*EXCEPTIONS/SUBSTITUTIONS:* All bids meeting the intent of this Invitation To Bid will be considered for award. Bidders taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the Specifications of the Invitation. The City of Coppel reserves the right to accept any and all, or none, of the exception(s)/substitution(s) deemed to be in the best interest of the City.

*ADDENDA:* Any interpretations, corrections or changes to this Invitation To Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in

the City of Coppell Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture used in bid Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City's Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this invitation to Bid. Bidders shall acknowledge receipt of all addenda.

**BID MUST COMPLY** with all federal, state, county, and local laws concerning these types of service(s).

**DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing and engineering practice.

All items supplied against credit must be new and unused, unless otherwise specified, in first-class condition and of current manufacturer.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.
6. Must employ at least 3 registered technicians with the state of Texas.

The City may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

**REFERENCES:** The City requests Bidder to supply, with this Invitation To Bid, a list of at least three (3) references where like products and/or services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required by this Invitation To Bid. Failure to provide this information may result in rejection of bid.

**SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Coppell and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or

sustained by any person, persons, or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. Successful Bidder indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Bidder shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with Owner City of Coppell a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the owner City of Coppell as an additional insured on the required coverage.

**WAGES:** Successful Bidder shall pay or cause to be paid, without cost or expense to the City of Coppell, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

**TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City of Coppell reserves the right to award canceled Contract to next lowest and best Bidder as it deems to be in the best interest of the City of Coppell.

**TERMINATION FOR DEFAULT:** The City of Coppell reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City of Coppell reserves the right to terminate the Contract immediately in the event the successful Bidder fails to:

1. Meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these Specifications.

Breach of Contract or default authorizes the City of Coppell to exercise any or all of the following rights:

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. The City may take possession of all goods, fixtures and materials of successful Bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Coppell shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

**NOTICE:** Any notice provided by this bid (or required by law) to be given to the successful Bidder by the City of Coppell shall conclusively be deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Coppell, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**PATENTS/COPYRIGHTS:** The successful Bidder agrees to protect the City of Coppell from claims involving infringement of patents and/or copyrights.

**CONTRACT ADMINISTRATOR:** Under this Contract, the City of Coppell may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the City of Coppell Purchasing Department (which has the overall Contract Administration responsibilities) and the successful Bidder.

**PURCHASE ORDER:** A Purchase Order(s) shall be generated by the City of Coppell to the successful Bidder. The Purchase Order number must appear on all itemized invoices and packing slips. The City of Coppell will not be held responsible for any orders placed/delivered without a valid current Purchase Order number.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Bidder, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive

Information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

**INVOICES** shall show all information as stated above, shall be issued for each Purchase Order and shall be mailed directly to the City of Coppell Finance/Accounts Payable Department, 255 Parkway Blvd., Coppell, Texas 75019.

**PAYMENT** will be made upon receipt and acceptance by the City of Coppell for any item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful Bidder(s) required to pay subcontractors within ten (10) days.

**ITEMS** supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting Specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the City of Coppell. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

**SAMPLES:** When requested, samples shall be furnished free of expense to the City of Coppell.

**WARRANTY:** Successful Bidder shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause bid to be rejected.

**REMEDIES:** The successful Bidder and the City of Coppell agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Coppell, Texas.

**ASSIGNMENT:** The successful Bidder shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of Coppell.

**SPECIFICATIONS** and model numbers are for description only. Bidder may bid on description only. Bidder may bid on alternate model but must clearly indicate alternate model being bid. Bidder must enclose full descriptive literature on alternate item(s).

**SILENCE OF SPECIFICATION:** The apparent silence of these Specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as

meaning that only the best commercial practices are to prevail. All interpretations of these Specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful Bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Coppell by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY QUESTIONS concerning this Invitation To Bid and Specifications should be directed to the Purchasing Department at 972-304-3643.



BID Q-0313-02

HVAC MAINTENANCE CONTRACT

BIDDERS PLEASE NOTE: ONE COPY OF THE FOLLOWING BID  
SHEETS HAVE BEEN ENCLOSED FOR YOUR CONVENIENCE

(SPECIFICATIONS AND CONFLICT OF INTEREST QUESTIONNAIRE)

TWO COPIES MUST BE RETURNED TO THE PURCHASING DEPARTMENT NO  
LATER THAN



CITY OF COPPELL  
MAINTENANCE SERVICES AGREEMENT  
HEATING, AIR CONDITION, & REFRIGERATION SYSTEMS

1.0 GENERAL CONDITIONS

- 1.1 The work under this agreement consists generally, but is not limited to, furnishing the necessary labor, equipment and materials required to maintain and/or repair HVAC equipment necessary for the successful operation of the City of Coppel municipal buildings.
- 1.2 This agreement is to provide full service maintenance and repair of all heating, air conditioning, and refrigeration equipment, to include emergency service calls to keep the equipment useable and operable.
- 1.3 Work performed shall be in accordance with manufacturer's commercial practice. Contractor understands and agrees to supply all equipment and parts that require maintenance, repair or replacement at contractor's expense. Contractor shall furnish all labor, tools, parts, materials and supplies to complete the specifications of this agreement.

2.0 SITE VISIT

- 2.1 Bidders must attend a MANDATORY PRE-BID, AND SITE VISIT, which will be scheduled by the Facilities Manager to inspect the equipment. Failure to do so will result in bid disqualification.
- 2.2 Bidders must examine each piece of equipment to ensure it is functioning properly and is in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of service required or condition of existing equipment because of his failure to investigate and inspect the equipment.
- 2.3 Municipal buildings to be maintained are listed below:

Town Center 255 Parkway	Service Center 816 S. Coppel Road
Fire Administration 500 Southwestern	W.T. Cozby Library 177 N. Hartz
Community Citizens Center 345 E. Bethel Rd	Arts Center 157 N. Moore

Village Parkway Pump Station 1101 Village Parkway	Fire Station 121 520 Southwestern
Fire Station 122 366 MacArthur Blvd	Justice Center 130 Town Center Blvd
Fire Station 123 133 Parkway Blvd	Aquatic Center 234 Parkway Blvd
Animal Shelter 821 S. Coppel Road	Tennis Center 950 Creekview
Wagon Wheel Park 345 Freeport Pkwy	MacArthur Park 400 S. MacArthur Blvd.
Brown Park West 363 N. Denton Tap	Brown Park East 260 E Parkway Blvd
Fire Resource Building 520 Southwestern Blvd	Brown Park Central 364 N. Denton Tap
Town Center Business Park 266 Parkway Blvd	Columbarium 400 Freeport Pkwy

Deforest Pump Station

Bio Diversity

3.0 TERM

- 3.1 The term of this contract is one year from the Award of Bid with the option to renew up to four additional years.
- 3.2 This contract shall remain in effect until the contract expires or if delivery of products and/or performance of services ordered falls below contract standards. The City of Coppel reserves the right to award the cancelled contract to the next responsible bidder as it deems to be in the best interest of the City of Coppel.
- 3.3 The City of Coppel reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be the best interest of the City in the event of breach or default of this Contract. The City of Coppel reserves the right to terminate the Contract immediately in the event the successful bidder fails to:
  1. Meet schedules
  2. Otherwise perform in accordance with these specifications

#### 4.0 INVOICE PROCEDURE

- 4.1 Invoices must be submitted to the City of Coppel, Accounts Payable Department, P.O. Box 9478, Coppel, Texas 75019 on a monthly basis. Payment will be made within 30 days of invoice.

#### 5.0 MAINTENANCE RECORDS

- 5.1 Contractor shall supply the City of Coppel, Facilities Management department copies of all maintenance/emergency service/inspection records to include the following: 1) Type of Service, 2) Date of Service, 3) Equipment Serviced, 4) Technician's name 5) Oil and refrigerant analysis reports, water treatment reports, 6) Material Safety Data Sheets, 7) Documentation of current manufacturer's product training specific to the City of Coppel's equipment.
- 5.2 Maintenance Records for all preventative maintenance activities shall be provided to the Facilities Manager office at the end of each month. Maintenance records shall be signed by City of Coppel facilities personnel at the completion of each visit.
- 5.3 All preventative maintenance work shall be scheduled with City of Coppel facilities staff at least forty-eight hours in advance in order to coordinate activities with other City of Coppel departments. If rescheduling is necessary, no additional charges for overtime are allowed.
- 5.4 Deficient items found during preventative maintenance activities will be scheduled for repair within 10 days of notice to Facilities Manager. If it is an emergency item, repairs will be scheduled immediately and coordinated with the Facilities Manager.

#### 6.0 EMERGENCY SERVICES

- 6.1 Contractor shall supply emergency service at no additional cost. This coverage includes all unscheduled service calls between inspections and after normal business hours (8:00 a.m. to 4:30 p.m.). On-site emergency response must be within two hours or less after initial service call for assistance, on a twenty-four hour a day basis, including weekends and holidays. In order to meet this requirement contractor must have a local office located within a 20-mile radius of the City of Coppel's facilities.
- 6.2 Contractor shall supply the City of Coppel the following emergency numbers 1) On call service technician's cell phone and pager 2) Backup

on call service technician's cell phone and pager 3) On-call supervisor's cell phone 4) Manager's cell phone 5) Owner's/Principal's phone number

- 6.3 Failure to respond to an emergency request within the two hour time frame (unless mutually agreed to by Contractor and Facilities Manager) will result in the City contacting another HVAC contractor to respond, and the cost for repair will be deducted from the agreement amount.

## 7.0 GENERAL SPECIFICATIONS

- 7.1 Contractor shall perform full service repair on all HVAC equipment as required by the City of Coppel to ensure proper operation and efficiency of said components (see attached equipment list: *Non-Inclusive*). If replacement parts are not available and there is a long lead time for custom made parts requiring a facility to be without climate control for 48 hours or more, new equipment will be provided at contractor's expense.
- 7.2 Contractor is responsible for the repair and/or replacement of all thermostats.
- 7.3 Contractor shall have a working supervisor perform a visual inspection with facilities personnel of all equipment at all facilities every two (2) weeks to ensure equipment is well maintained and sites are clean. This site visit must be scheduled with facilities staff in order to prevent any conflicts with other activities.
- 7.4 Contractor will not be responsible for equipment failure due to acts of God.
- 7.5 Contractor shall supply at his expense, all parts, components, devices, or equipment as necessary including refrigerants. Quantity used must be documented on associated work order.
- 7.6 Parts requiring replacement shall be of the newest design available provided they are compatible with end-use equipment and functionally equivalent. Energy star rated equipment must be used when new equipment is installed.

- 7.7 Replacement filters will match existing filters. (pleated filters okay)
- 7.8 Contractor shall be responsible for Filter replacements for AirMatlon Diesel Exhaust Removal units and Microcon Air Purification Units at all Fire Station facilities (see Preventative Maintenance Schedules for frequency)
- 7.9 Contractor shall be responsible for removing all debris from the site and clean affected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work.
- 7.10 If the work performed requires the use of any product which contains any ingredient that could be hazardous, a Material Safety Data Sheet (MSDS) must be submitted to the Facilities Manager prior to the use of said product.
- 7.11 All work performed under this agreement shall conform to all local, state, and federal code and safety regulations.
- 7.12 The work described in this specification shall be done with the least inconvenience to the City of Coppell's operations. The amount of time that normal operations are to be interrupted must be kept to an absolute minimum and shall be approved and coordinated with the Facilities Manager. Appropriate notification must be given to City of Coppell's personnel while on-site at any facility. Any necessary overtime is to be included.
- 7.13 Contractor shall be able to provide service and repair work as needed to the existing EMS, (Invensys- Library, Trane Tracer Summit - Aquatic Center, and Alerton Bac-Talk - Town Center, Service Center) systems.

#### MONTHLY

- a) Inspect lubrication of all moving parts.
- b) Adjust all system components including motors, starters, drives, and accessories.
- c) Check for refrigerant leaks, repair and refill as necessary.
- d) Maintain automatic temperature controls.
- e) Clean or replace filters as required.
- f) Replace equipment, devices, system, or components not in proper working order.
- g) Check drain pans and clean.
- h) Check belts and pulleys for wear and replace as needed
- i) Inspect/Perform water analysis - chemically treat as needed
- j) Clean area around mechanical equipment.

QUARTERLY

- a) Inspect for leaks (all units)
- b) Check operating conditions and adjust as needed
- c) Clean coil external surface with chemical and high pressure spray
- d) Inspect chillers and make adjustments as required
- e) Inspect boilers/burners and make adjustments as required
- f) Check & record oil pressure
- g) Check high-pressure safety valve (temperature controls)
- h) Replace air filters.

SEMI-ANNUALLY

- a) Check and clean fan assembly
- b) Tighten all nuts/bolts
- c) Check motor mounts and vibration pads and make adjustments as needed
- d) Inspect electrical connections and contractors
- e) Check fan operation (air handlers)
- f) Check and clean drain pans
- g) Check refrigerant pressure and temperature
- h) Clean condenser and cover grills
- i) Check pump operations (lubricate bearings)
- ii) Replace Hepa Filters/Bulbs in Bunk Rooms at Fire Stations

ANNUAL COOLING STARTUP

- a) Remove all debris from around rooftop units
- b) Check unit for refrigerant leaks
- c) Check and calibrate safety controls
- d) Check and clean fan blades as needed
- e) Check damper operation
- f) Check motor operation
- g) Inspect coils for blockage
- h) Change oil and refrigerant filter drier as needed
- i) Inspect/replace filters
- j) Inspect electrical connections, contractors, and relays
- k) Start water chillers
- l) Verify gauges for accuracy
- m) Lubricate all moving parts

- n) Inspect/replace bells as needed
- o) Replace Diesel Particulate Exhaust Removal System Filters  
(at Fire Stations/Resource Bay)

✓ ANNUAL HEATING STARTUP

- a) Check burners or heating elements
- b) Inspect and tighten electrical connections
- c) Check heating coil
- d) Check operation and calibration of gas train components
- e) Check burner operation sequence
- f) Check combustion and adjust for maximum efficiency
- g) Clean combustion blower as needed
- h) Inspect heat exchanger
- i) Brush & vacuum soot and dirt from flues and combustion chamber  
(hot water boilers)
- j) Visually inspect for leaks
- h) Visually inspect pumps
- i) Inspect and start up hot water boilers

8.0 EQUIPMENT LIST (Non-Inclusive)

Schedule of Equipment  
Attachment 'A'

Attachment 'A'

Equipment	Size (HP/Tons/BTU's)	Qty.	Manufacturer	Model / Serial No.	Coverage	Location
Split System w/ gas furnace AHU	5 Ton	1	Rheem	M/RBEH-14J11SHHA S/HM270901455	Comprehensive	Fire Admin.
Split System w/ gas furnace COND		1	Rheem	M/IRAKA-024JAZ S/H5002F120007201	Comprehensive	Fire Admin.
Split System w/ gas furnace AHU	5 Ton	1	Rheem	M/IRGVG-10EBRJR S/HCE1D307F4592069	Comprehensive	Fire Admin.
Split System w/ gas furnace COND		1	Rheem	M/IRAKA-080JAS S/H4007HM03036562	Comprehensive	Fire Admin.
Split System w/ gas furnace AHU	5 Ton	1	Rheem	M/IRGVG-10EBRJR S/HCE1D307F45920695	Comprehensive	Fire Admin.
Split System w/ gas furnace COND		1	Rheem	M/IRAKA-080JAS S/H4007HM03036558	Comprehensive	Fire Admin.
Split System w/ gas furnace AHU	5 Ton	1	Rheem	M/IRGVG-10ERJR S/HCE1D307F45920696	Comprehensive	Fire Admin.
Split System w/ gas furnace COND		1	Rheem	M/IRAKA080JAS S/H4007M03036550	Comprehensive	Fire Admin.
Roof Top Unit	16 Ton	1	York	2F180N24A2AAA1 N1L2250805	Comprehensive	Arts Center
Split System ACCU	5 Ton	1	York	AHU PS8C20N100UH11C W0B6950370 COND YCJD6054151C W1K2146642	Comprehensive	Arts Center



BID Q-0313-02

# HVAC MAINTENANCE CONTRACT

Split System w/ gas furnace	7.5 Ton	1	York	GOND YC090C00A2AAA2 NIM2283876 EVAP GY00100E30UH21D WIG2906358	Comprehensive	Arts Center
Roof Top Unit	10 Ton	1	York	2F120COON2AAA5 N1L2205199	Comprehensive	Arts Center
Roof Top Unit	7.5 Ton	1	York	2F080N10N2AAA5 N1L2205199	Comprehensive	Arts Center
Reciprocating Air Cooled Chiller	50 Ton	1	Trane	CGAFC604AKA1L00 0E C06A00451	Comprehensive	Town Center
Reciprocating Air Cooled Chiller	80 Ton	1	Trane	RTAA0804XR01A3L0 OK U06B06229	Comprehensive	Town Center
Chilled Water Pump	7.5 HP	1	Aurora	2X3X11344ABF/150 GPM	Comprehensive	Town Center
Chilled Water Pump	7.5HP	1	Aurora	2X3X11344ABF/100 GPM	Comprehensive	Town Center
Air Handler #7		1	Magie Air	M/48-BHW-4-B S/004273317	Comprehensive	Town Center
IT Room		1	FRIEDRICH	M/3MR36C3E S/1LDGT00138	Comprehensive	Town Center
AHU		1	Goodman	M/GBMGB014 S/0000564105	Comprehensive	Town Center
AHU COND UNIT		1	Goodman	M/Name Plate FAOED	Comprehensive	Town Center
AHU		1	Carrier	M/1FA4ANF024 S/1497A07705	Comprehensive	Town Center
AHU COND UNIT		1	Carrier	M/130YCC02431D S/12297E14764	Comprehensive	Town Center
Air Compressor	¾ HP	1	ACP	Duplex	Comprehensive	Town Center
Air Dryer	10 CFM	1	Hankinson	8010 00302A1	Comprehensive	Town Center
Air Handler #1-- 6 Zones	7.5 HP	1	McQuay	LML114DH 3QM00222-04	Comprehensive	Town Center 2 <sup>nd</sup> Floor East
Air Handler #2 1 Zones	3 HP	1	McQuay	LSL108CV 3QM00224-05	Comprehensive	Town Center 2 <sup>nd</sup> Floor East

BID Q-0313-02

# HVAC MAINTENANCE CONTRACT

Air Handler #/4 8 Zones	7.5 HP	1	McQuay	LML114DH 3QM00219-04	Comprehensive	Town Center 2 <sup>nd</sup> Floor West
Air Handler #/6 8 Zones	7.5 HP	1	McQuay	LML114DH 3QM00222-04	Comprehensive	Town Center 2 <sup>nd</sup> Floor West
Exhaust Fan		2			Comprehensive	Town Center
Upstairs Conf room Split System FCU	3 Ton	1	Trane	2TEC3F3681000AA 72557GLGV	Comprehensive	Town Center North East
Upstairs Conf room Split System Cond	3 Ton	1	Trane	M12TTA3038A4000A A S1180551XM3F	Comprehensive	Town Center North East
Air Handler #/6 1 Zone	6 HP	1	McQuay	LSL108CV 3QM00218-06	Comprehensive	Town Center 1 <sup>st</sup> Floor East
Air Handler #/3 7 Zones	7.5 HP	1	McQuay	LML114CH 3QM0022306	Comprehensive	Town Center 1 <sup>st</sup> Floor East
Reciprocating Air Cooled Chiller	90 Ton	1	Carrier	M1130GTN090-631FZ S114604F60057	Comprehensive	Library
Hot Water Pump	2 HP	1	Aurora	9410462344SSF	Comprehensive	Library
Chilled Water Pump	7.5 HP	1	Aurora	9410462344SSF	Comprehensive	Library
Air Handler	90 Ton	1	Carrier	M1139NXH49N56273 S112994T56273	Comprehensive	Library
Hot Water Boiler	680,000 BTU	1	Lochinvar	M11PBN0750 S11F946851	Comprehensive	Library
Exhaust Fans		1			Comprehensive	Library
Return Air Fan		1	Peerless	M1103050 S11100-36-2044	Comprehensive	Library
Telephone Room		1	Goodman	M11HGD24LAB S119811030310	Comprehensive	Library
Roof Top Unit #/4 Gas Fired	8 Ton	1	York	D1CG072N07946BD C NHEM092732	Comprehensive	Justice Center
Roof Top Unit #/2 Gas Fired	12.5 Ton	1	York	D2EG15018546JSB NGEM020347	Comprehensive	Justice Center
Roof Top Unit #/3 Gas Fired	4 Ton	1	York	D8CG048N08046C NDEM041837	Comprehensive	Justice Center

Roof Top Unit #1 Gas Fired	7.5 Ton	1	York	D1EG090N13046DG GEM077351	Comprehensive	Justice Center
Roof Top Unit #3 Gas Fired	6 Ton	1	York	D1CG072N9746BDG NHEM092730	Comprehensive	Justice Center
EXHAUST FANS		10			Comprehensive	Justice Center
Roof Top Unit #5	5 Ton	1	Trane	M/YSC060A4IRHA04 S//Z40100160L	Comprehensive	Justice Center
Server Room Unit	3 Ton	1	Carrier	M//30HDR048-601 S//3006X90905	Comprehensive	Justice Center
Roof Top Unit #12 Gas Fired	6 Ton	1	York	D8CG060N7946C NEEM060486	Comprehensive	Justice Center
Roof Top Unit #7 Gas Fired	10 Ton	1	York	D1CG120N16546JSD NFEM069367	Comprehensive	Justice Center
Roof Top Unit #8 Gas Fired	6 Ton	1	York	D1CG072N07946BD C NHEM092728	Comprehensive	Justice Center
Roof Top Unit #9 Gas Fired	6 Ton	1	York	D8CG060N7946C NCEM032399	Comprehensive	Justice Center
Roof Top Unit #10 Gas Fired	6 Ton	1	York	D1CG072N07946C NCEM028286	Comprehensive	Justice Center
Roof Top Unit #13	6 Ton	1	Trane	M/YSC072A4RLA2K HOA1A100A300 S//653100152L	Comprehensive	Justice Center
Roof Top Unit # 14	7.5 Ton	1	Trane	M: YHC092A4RLA0PL3 S//652101161L	Comprehensive	Justice Center
Roof Top Unit #15	7.5 Ton	1	Trane	M: YHC092A4RLA0PL3 S//652101093L	Comprehensive	Justice Center
Roof Top Unit #11 Gas Fired	7.5 Ton	1	York	D1EG090N13046DG GEN077353	Comprehensive	Justice Center
Split System w/ Gas Furnace	6 Ton	1	York	AHU P58C20N100UH11C W0M0260593 COND YCJD8054353A W1G2019344	Comprehensive	Fire Station #121

Split System w/ Gas Furnace	5 Ton	1	York	AHU P58C20N100UH11C WOM6250601 COND YCJD6054353A W1F2073010	Comprehensive	Fire Station #121
Split System Zone 1 Gas Fired	5 Ton	1	York	Furnace -- PS8C20N1100UH11 C WOM6250601 Evap MC60D3XH1H W1D2739214 COND YCJD6054353A W1G2010349	Comprehensive	Fire Station #122
Split System Zone 2 Gas Fired	5 Ton	1	York	Furnace -- PS8C20N1100UH11 C WOD6162620 Evap MC60D3XH1H W1D2739107 COND YCJD6054353A W1H2145332	Comprehensive	Fire Station #122
Window Unit						Fire Station #122
Split System Zone 1 Gas Fired	5 Ton	1	York	AHU GY85115C20UH11C WOE77339G3 COND YCJDG054353A W1L0321065	Comprehensive	Fire Station #123
Split System Zone 2 Gas Fired	5 Ton	1	York	AHU GY85115C20UH11C WOA67W545 COND YCJDG054353A W1K0305080	Comprehensive	Fire Station #123

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HVAC MAINTENANCE CONTRACT

Roof Top Unit #1	15 Ton ✓	1	Trane Voyager	Model: YCD180B4LGEA Serial: P38101789D	Comprehensive	Aquallo Center Roof
Roof Top Unit #2	50 Ton ✓	1	Trane Voyager	M: YCD600A4HE2B2KF 1 Serial: C99H17259M	Comprehensive	Aquallo Center Roof
Roof Top Unit #3	50 Ton ✓	1	Trane Voyager	M: YCD600A4HE2B2KF 1 Serial: C99H17258M	Comprehensive	Aquallo Center Roof
Roof Top Unit #4	50 Ton ✓	1	Trane Intellipak	SXHFC6040T45C500 60 Serial: C99H17237M	Comprehensive	Aquallo Center Roof
LIFE GUARD Split System COND	1.5 Ton ✓	1	Trane XE1200	Model: TTP018C100A2 Serial: P311P9YFF	Comprehensive	Aquallo Center Equipment Patio
LIFE GUARD Split System FCU-1	1.5 Ton ✓	1	Trane	Model: TWE018P130B0 Serial: P364P0J1V	Comprehensive	Aquallo Center Lifeguard Office
ELECT ROOM Split System COND	2 Ton ✓	1	Trane XE1200	Model: TTP024C100A3 Serial: P3635GR2F	Comprehensive	Aquallo Center Equipment Patio
ELECT ROOM Split System FCU	2 Ton ✓	1	Trane	Model: TWE024P130B0 Serial: P322MTR1V	Comprehensive	Aquallo Center Pump Room
EF-	✓	3			Comprehensive	Aquallo Center Pool Area
RTU #1	✓	1	MCQUAY	M/MPS035FG4DC1C YRY S/HFBOU110107018	Comprehensive	Aquallo Center Pool Area
RTU #2	✓	1	MCQUAY	M/MPS012BGDM16 D S/H2Q7871ADA AF301 1043	Comprehensive	Aquallo Center Bathrooms
RTU #3	Split ✓	1	MCQUAY	M/MRGS060F070D S/H774AF151107033	Comprehensive	Aquallo Center Pump Room
RTU #4	Split ✓	1	TRANE	M/M4TTB4018E1000A A S/H11311WLX3F	Comprehensive	Aquallo Center Pump Room
Split System AHU #1	5 Ton	1	Carrier	M: 68PAV111-20 S: 4790A07602	Comprehensive	Animal Shelter

BID Q-0313-02

# HVAC MAINTENANCE CONTRACT

Split System AHU #2	5 Ton	1	Carrier	M: 60PAV111-20 S: 4499A05222	Comprehensive	Animal Shelter
Split System AHU #3	3 Ton	1	Carrier	M: 38TKB036-301 S: 4699EO8677	Comprehensive	Animal Shelter
Split System AHU #4	3.5 Ton	1	Carrier	M: 38TKB042-301 S: 4599EO3136	Comprehensive	Animal Shelter
Condenser Unit #1	5 Ton	1	Carrier	M: 38TKB080331 S: 4599EO2816	Comprehensive	Animal Shelter
Condenser Unit #2	5 Ton	1	Carrier	M: 38TKB080331 S: 4599EO2806	Comprehensive	Animal Shelter
Condenser Unit #3	3 Ton	1	Carrier	M: 38TKB036300 S: 4699EO8677	Comprehensive	Animal Shelter
Condenser Unit #4	3.5 Ton	1	Carrier	M: 38TKB042300 S: 4599EO3136	Comprehensive	Animal Shelter
EF		4			Comprehensive	Animal Shelter
Split System AHU #1		1	Trane	M//TUD1C080A9801 AA S//8443CLIG	Comprehensive	Training BLDG
Condenser Unit #1		1	Trane	M//2TTA3060A300AA S//64036C94F	Comprehensive	Training BLDG
Condenser Unit #2		1	Trane	M//2TTA3060A300AA S//6463EM4F	Comprehensive	Training BLDG
Split System AHU #2		1	Trane	M//TUD1C080A9801 AA S//64022NIIIG	Comprehensive	Training BLDG
Condenser Unit #1		1	Trane	M//2TTA3060A300AA S//64630Y24F	Comprehensive	Training BLDG
Condenser Unit #2		1	Trane	M//2TTA3060A300AA S//64651PW4F	Comprehensive	Training BLDG
Window Unit		1		In SCBA Room	Comprehensive	Training BLDG
Infrared Heaters		4		In Bay Area	Comprehensive	Training BLDG
Split System FCU		1	York	M//NC090C00B6AAA 2A S//N1F2948266	Comprehensive	Wagon Wheel Tennis Courts
Split System Cond		1	York	M//YC090C00A2AAA 2A S//N1K2148212	Comprehensive	Wagon Wheel Tennis Courts

Split System FCU		1	Carrier	M/IFK4CNF003 S/13299A24276	Comprehensive	Baseball Concession Stand
Split System Cond		1	Carrier	M/138AYC030310 S/13698EO1357	Comprehensive	Baseball Concession Stand
Split System FCU		1	Carrier	M/IFK4CNF003 S/12201A61457	Comprehensive	Soccer Concession
Split System Cond		1	Carrier	M/138BYC030310 S/12501F11870	Comprehensive	Soccer Concession
Split System FCU		1	Carrier	M/IFK4CNF003 S/12201A61456	Comprehensive	Soccer Concession
Split System Cond		1	Carrier	M/138BYC030310 S/1801E19277	Comprehensive	Soccer Concession
Split System FCU		1	Carrier	M/IFK4CNF002 S/10101A558107	Comprehensive	MacArthur Park
Split System Cond		1	Carrier	M/138YRA030320 4100E00782	Comprehensive	MacArthur Park
Bay Heater	80,000 BTU/hr	1	Gordon Ray	BH-80/ 9601-071-080-0036 Unit 0039	Comprehensive	Fire Station #1 520 Southwestern
Bay Heater	80,000 BTU/hr	1	Gordon Ray	BH-80/ 9611-071-080-0083,0084,0086,0089	Comprehensive	Fire Station #2 366 MacArthur
Bay Heater	80,000 BTU/hr	1	Gordon Ray		Comprehensive	Fire Station #1 520 Southwestern
Bay Heater	80,000 BTU/hr	1	Gordon Ray		Comprehensive	Fire Station #2 366 MacArthur
Bay Heater	80,000 BTU/hr	1	Gordon Ray		Comprehensive	Fire Station #3 133 Parkway
Bay Heater	80,000 BTU/hr	1	Gordon Ray	BH-80/ 9611-071-080-0082,0085,0087,0088	Comprehensive	Fire Station #3 133 Parkway
Split DX System SIGN SHOP AHU	7.6 Ton w/ elect Heat, 1-1/2 HP fan motor	1 ✓	Trane	M/ITWE090A300DA S/12024K0R5H	Comprehensive	Service Center 816 S Coppel

Split DX System SIGN SHOP COND		1	Trane	M/TTA000A400EA S/2023TOGAD	Comprehensive	Service Center 816 S Coppel
DX-VAV Unit w/ FE60BC economizer RTU-2	2 comp, 1 evap fan 15HP, 3 cond. Fans 1HP ea, 2 exh fans 1HP ea, R22, 460V	1 ✓	Trane	M/ITCD420A40H2D7 FES S/COIL.6670A-1	Comprehensive	Service Center 816 S Coppel
DX-SZ Unit w/ OAH000A1 economizer RTU-1	2 comp, 1 evap fan 2HP, 1 evap fan 3HP, 1 cond. Fan .75HP ea, R22, 460V, gas heat 120,000 BTUH	1 ✓	Trane	M/ISC102A4RLA S/202100325L	Comprehensive	Service Center 816 S Coppel
Split DX System CRAC-1 LAN ROOM		1 ✓	Liebert	M/IPC127APL3 S/0144N56002	Comprehensive	Service Center 816 S Coppel
Exhaust Fans		1 ✓			Comprehensive	Service Center 816 S Coppel
Split System	5 Ton	1	Carrier	3000E87245 30TH0605000L	Comprehensive	Village Parkway Pump Station
Split System FCU	5 Ton	1	Trane	M/2T0B100DA S/04211WA1V	Comprehensive	Brown Park West
Split System Cond	5 Ton	1	Trane	M/2TWA3080A3000 A S/7014YXN2F	Comprehensive	Brown Park West
Split System FCU	3 Ton	1	Trane	M/1WE036PBOBO S/R033N641V	Comprehensive	Brown Park Central
Split System Cond	3 Ton	1	Trane	M/1TP030D100AU S/1P414EXK2F	Comprehensive	Brown Park Central
Window Unit		1			Comprehensive	Brown Park Concession
Split System FCU	2 Ton	1	York	M/1AHP24B2AN21A S/1AOL6077768	Comprehensive	Welding Shop
Split System Cond	2 Ton	1	York	M/1TCDG24S4161A S/1W009640064	Comprehensive	Welding Shop
Infra Red Heaters		1			Comprehensive	Welding Shop
RTU #1		1	Lennox	M/1LGC072S4BS1Y S/16609A00614	Comprehensive	Sanfor Center



RTU#2		1	Lennox	M/LGC160S4BS2Y S/H5609A00503	Comprehensive	Senior Center
RTU#3		1	Lennox	M/LGC072S4BS1Y S/H5609A00013	Comprehensive	Senior Center
RTU#4		1	Lennox	M/LGC160S4BS2Y S/H5609A00502	Comprehensive	Senior Center
RTU#5		1	Lennox	M/LGC180H4BS3Y S/H5609A00323	Comprehensive	Senior Center
RTU#6		1	Lennox	M/LGA120H4BS3Y S/H5609A00470	Comprehensive	Senior Center
RTU#7		1	Lennox	M/LGC160S4BS2Y S/H5609A00504	Comprehensive	Senior Center
RTU#8		1	Lennox	M/LGC180H4BS3Y S/H5609A00322	Comprehensive	Senior Center
Telephone room unit		1	Turbo Air	M/ITAS18V/O S/H/P24	Comprehensive	Senior Center
Exhaust Fan		1			Comprehensive	Senior Center
RTU		1	Carrier	M/M8TDF006-601 S/H1401G20842	Comprehensive	265 E Pkwy Lower Roof
RTU		1	Carrier	M/M8TDF008-601 S/H1601G36036	Comprehensive	265 E Pkwy Lower Roof
RTU		1	Carrier	M/M8TDF008-601 S/H1601G33451	Comprehensive	265 E Pkwy Lower Roof
RTU		1	Carrier	M/M8TFD008-601 S/H1601G28187	Comprehensive	265 E Pkwy Upper Roof
RTU		1	Carrier	M/M8TFD008-601 S/H1701G22282	Comprehensive	265 E Pkwy Upper Roof
RTU		1	Carrier	M/M8TFD008-601 S/H1601G21460	Comprehensive	265 E Pkwy Upper Roof
RTU		1	Carrier	M/M8TFD008-601 S/H1601G33460	Comprehensive	265 E Pkwy Upper Roof
RTU		1	Carrier	M/M8TFD008-601 S/H1601G33432	Comprehensive	265 E Pkwy Upper Roof
RTU		1	Carrier	M/M8TFD008-601 S/H1601G21465	Comprehensive	265 E Pkwy Upper Roof

RTU		1	Carrier	M/H48TFD006-601 S/H1601G21400	Comprehensive	265 E Pkyway Upper Roof
RTU		1	Carrier	M/H48TFD006-601 S/H1401G24221	Comprehensive	265 E Pkyway Upper Roof
RTU		1	Carrier	M/H38BHB018311 S/H4805V26541	Comprehensive	265 E Pkyway Upper Roof
RTU		1	IPC	M/H PGF060L100F S/HG06241234	Comprehensive	265 E Pkyway Upper Roof
Split #1- AHU		1	Trane	M/H lux2c100a 9482aa S/H 8533LU27G	Comprehensive	Columbariu m facility
Split #1- COND		1	Trane	m/H 2TTR3042A1000A s/H 9053MB44F	Comprehensive	Columbariu m facility
Split #2- AHU		1	Trane	M/H TUX2D120A960 2AB, S/H 9064SP27G	Comprehensive	Columbariu m facility
Split #2- COND		1	Trane	m/H 2TTR3060A100 0AA S/H 844419D4F.	Comprehensive	Columbariu m facility
Split #3- AHU		1	Trane	m/H TUX2B060A9362A A s/H 9043UHK7G	Comprehensive	Columbariu m facility
Split #3- COND		1	Trane	m/H 2TTR3024A1000A A, s/H 8375MD13F	Comprehensive	Columbariu m facility

BID FORM

PROJECT IDENTIFICATION: HVAC Maintenance  
Bld Q-0313-02 in Coppell, Texas

BID OF \_\_\_\_\_ DATE \_\_\_\_\_  
(NAME OF FIRM)

TOTAL PRICE

TOTAL BID \$ \_\_\_\_\_/year

In \_\_\_\_\_ Words:

THIS BID IS SUBMITTED TO:  
City of Coppell  
c/o Purchasing Agent  
255 Parkway Boulevard  
P.O. Box 9478  
Coppell, Texas 75019

SUBMITTED ON \_\_\_\_\_

Signature: \_\_\_\_\_

**Work Session and Regular Meeting****Meeting Date:** 06/23/2015**Department:** Finance**Council Goals:** Mindful stewardship of Town Resources.  
Infrastructure improvement and maintenance

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**AGENDA CAPTION:**

Approval of a Resolution removing Lea Dunn from and appointing Cheryl Delaney and Eric Cannon to the Board of Directors of the North Dallas County Water Supply Corporation.

**BACKGROUND:**

The North Dallas County Water Supply Corporation (NDCWSC) is a Texas non-profit corporation established in 1991 with the approval of the City Council of the City of Farmers Branch and the City Council of the Town of Addison. The purpose of the Corporation, as set forth in Article Four of its Articles of Incorporation, is to furnish and provide sewer services to the cities of Farmers Branch and Addison, as well as to other towns and cities if so approved by a concurrent resolution adopted by the governing bodies of the Cities.

The NDCWSC bylaws provide that it is to be managed by a Board of Directors consisting of six persons who each occupy a place on the Board, three of whom are appointed by Addison City Council and occupy Places 1, 2 and 3, and three of whom are appointed by the Farmers Branch City Council and occupy Places 4, 5 and 6.

While the NDCWSC articles name the members of the initial Board and provide that each of them hold office for the term for which they were appointed and until a successor is appointed, unless separates by way of either removal or resignation, the Bylaws provide that thereafter each successor member of the Board is also to be appointed to serve for three years or until his successor is appointed. Finally, each of the Articles and the Bylaws provide that any Director may be removed from office by the appointing authority at will.

The Resolution will remove Lea Dunn from the Board of Directors of the North Dallas County Water Supply Corporation, and appoint Cheryl Delaney, Deputy City Manager, to occupy Place 1 on the Board. Additionally, the resolution will reappoint Eric Cannon, Chief Financial Officer, to occupy Place 2 on the Board, who was previously appointed by the Addison City Council in July 2012 and whose term expires in 2015. Lisa Pyles, Director of Infrastructure and Development Services currently occupies Place 3 on the Board, and was appointed in 2014.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Resolution

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**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS REMOVING ONE PERSON FROM AND APPOINTING PERSONS TO THE BOARD OF DIRECTORS OF THE NORTH DALLAS COUNTY WATER SUPPLY CORPORATION; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the North Dallas County Water Supply Corporation (the "Corporation"), a Texas non-profit corporation, was established in 1991 with the approval of the City Council of the City of Farmers Branch ("Farmers Branch") and the City Council of the Town of Addison, Texas ("City") (Farmers Branch and the City being referred to herein together as the "Cities"); and

**WHEREAS**, the purpose of the Corporation, as set forth in Article Four of its Articles of Incorporation ("Articles"), is to furnish and provide sewer services to the Cities, and to such other towns and cities as may be expressly approved by concurrent resolution adopted by the governing bodies of the Cities; and

**WHEREAS**, Article Eight of the Articles, and Article II, Section of the Corporation's Bylaws ("Bylaws"), provide that the Corporation is managed by a Board of Directors ("Board") consisting of six (6) persons who each occupy a place on the Board ("Place"), three (3) of whom are appointed by the City Council of the City and occupy Places 1, 2 and 3, and three (3) of whom are appointed by the Farmers Branch City Council and occupy Places 4, 5 and 6; and

**WHEREAS**, the Articles names the members of the initial Board and provide that each of them held office for the term for which they were appointed and until a successor shall have been appointed and qualified, unless sooner removed or resigned, and the Bylaws provide that thereafter each successor member of the Board shall be appointed and shall serve for three (3) years or until his successor is appointed; and

**WHEREAS**, each of the Articles and the Bylaws provide that any Director may be removed from office by the appointing authority at will; and

**WHEREAS**, the current Directors named by the City and their respective Places are LeaDunn, Place 1, Eric Cannon, Place 2, and Lisa Pyles, Place 3, and by adoption of this Resolution the City Council desires to remove Lea Dunn as a Director and to replace them with the person named herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

Section 1. Removal, Appointment of Directors. Lea Dunn is hereby removed from the Board of Directors of the North Dallas County Water Supply Corporation, and Cheryl Delaney, Deputy City Manager for the Town of Addison, is hereby appointed to occupy Place 1 on the

Board. Eric Cannon, Chief Financial Officer is hereby appointed as a member of the Board of Directors of the Corporation and shall occupy Place 2 on the Board.

Cheryl Delaney, Eric Cannon, and Lisa Pyles shall serve for a term of three (3) years as set forth in and in accordance with the Bylaws or until such time as their respective successor is appointed and qualified, unless they are sooner removed or resign. Further, each of Cheryl Delaney, Eric Cannon, and Lisa Pyles may be removed as a Director by the City Council at will.

Section 2. Incorporation of Recitals; Effective Date. The above and foregoing recitals are incorporated herein and made a part of this Resolution for all purposes. This Resolution shall take effect upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 23<sup>rd</sup> day of June, 2015.

---

Todd Meier, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Chelsea Gonzalez, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

**AI-1198**

**6.**

**Work Session and Regular Meeting**

**Meeting Date:** 06/23/2015

**Department:** City Manager

**Council Goals:** N/A

---

**AGENDA CAPTION:**

Presentation and proclamation recognizing Friday, August 14, 2015 as Social Security Act Day.

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

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**AI-1188**

**7.**

**Work Session and Regular Meeting**

**Meeting Date:** 06/23/2015

**Department:** City Manager

**Council Goals:** N/A

---

**AGENDA CAPTION:**

Presentation by the Metrocrest Chamber to Council Member Carpenter for the successful completion of Leadership Metrocrest Class XXVI.

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

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**AI-1199**

**8.**

**Work Session and Regular Meeting**

**Meeting Date:** 06/23/2015

**Department:** City Manager

**Council Goals:** N/A

---

**AGENDA CAPTION:**

**PUBLIC HEARING.** Public hearing regarding the process and criteria for selecting a person to serve as the new City Manager.

**BACKGROUND:**

The public is invited to provide feedback to help identify criteria for the selection of the next city manager.

**RECOMMENDATION:**

N/A

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**AI-1200**

**9.**

**Work Session and Regular Meeting**

**Meeting Date:** 06/23/2015

**Department:** City Manager

**Council Goals:** N/A

---

**AGENDA CAPTION:**

Presentation and discussion regarding an update on the search for the new city manager.

**BACKGROUND:**

The City Council will discuss any updates regarding the search for the new city manager.

**RECOMMENDATION:**

N/A

---

**Work Session and Regular Meeting****Meeting Date:** 06/23/2015**Department:** City Manager**Council Goals:** Create and implement a Comprehensive Land Use/Revitalization Plan

---

**AGENDA CAPTION:**

Case 1715-SUP/Public School 972. Discuss, consider and take action regarding Ordinance Number O15-014 approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only on the property located at 14854 Montfort Drive, on application from Kelly Architects, represented by Mr. George Kelly.

**BACKGROUND:****COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on May 19, 2015, voted to recommend approval of an ordinance changing the zoning on property located at 14854 Montfort Drive, which property is currently zoned PD (Planned Development) through Ordinance O84-076, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.
- The applicant shall be required to install landscaping that meets the minimum size requirements listed in the Town's landscape regulations.

Voting Aye: Ennis, Morgan, Oliver, Robinson, Smith

Voting Nay: Robbins

Abstain: None

Absent: None

A public hearing for this item was held during the June 9, 2015 Council meeting. At that time, the Council elected to table consideration of the zoning request until the June 23, 2015 meeting and requested that the property owner prepare a parking plan for the entire property. The parking plan is attached with this agenda packet. Based on Council's conversation regarding the parking plan, staff has drafted the ordinance to include the following additional condition:

- Prior to the issuance of a certificate of occupancy, the property owner shall submit an acceptable parking plan for the property to Town staff and provide each tenant with a copy of the approved parking plan.

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

1715-SUP Council Packet

1715-SUP Proposed Parking Plan

Ordinance O15-014 - Case 1715-SUP Public School 972 Restaurant

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# 1715-SUP

**PUBLIC HEARING** Case 1715-SUP/Public School 972. Public hearing, discuss, consider and take action on a recommendation regarding an ordinance approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on the property located at 14854 Montfort Drive, on application from Kelly Architects, represented by Mr. George Kelly.





May 14, 2015

## STAFF REPORT

RE: Case 1715-SUP/Public School 972

LOCATION: 14854 Montfort Drive

REQUEST: Approval of a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only

APPLICANT: Kelly Architects, represented by Mr. George Kelly

## DISCUSSION:

Background: This Special Use Permit would cover the vacant free-standing restaurant building located along Montfort on the north edge of the pond. The property is zoned as Planned Development District 084-076 which was approved in 1984 and contains this building, the Prestonwood Pond office building located on the north side of the pond, and the Blue Mesa restaurant. The building originally received an SUP in 1984 to be the L'Archestrate Restaurant. The restaurant was designed to be an exclusive restaurant and private club for members only. The L'Archestrate was constructed, but never opened. Afterwards, the building housed a variety of restaurants until 1993 when it was taken over by Mi Piaci. In 2012, an SUP was approved allowing for an expansion to the existing patio, but that work was never done. Since Mi Piaci closed over a year ago, the building has been vacant.

Proposed Plan: The applicant is proposing to make major modifications to both the interior and exterior of the building in order to open a new restaurant called Public School 972. This concept currently has four other locations; three in California and one in Uptown in Dallas. It is described as a "chef-driven gastropub" that delivers, "An Education in the Art of Food and Beer."

The proposed remodel would gut the building, bring it up to current code requirements and feature a full sized kitchen, a relocated u-shaped bar, a game room, and seating for

204 on the main level. The building also has a small basement level that would feature a secondary kitchen and private dining room with seating for 16.

The applicant is also proposing a patio that would be located long the southwestern edge of the building. This would be constructed as a suspended deck around three existing trees and would cantilever over the edge of the pond. There would be 80 seats on the patio as well as a decorative fire pit. Including both floors of interior space and the patio, the total square footage of the restaurant would be 12,557 square feet.

Exterior Facades: The exterior of the building would mostly remain the same, but would be painted a darker color. Along the faces of the building fronting Montfort, a faux wall would be constructed using a mixture of masonry elements, wood, and landscape screening. These walls would be purely aesthetic and create a more modern look.

Parking: This building shares parking with the office building and the Blue Mesa restaurant. There are a total of 460 parking spaces provided on site, including spaces in the underground parking structure and under the office building. Since restaurants account for less than 40% of the total square footage, the restaurant uses are parked at 1 space per 100 square feet. Public School 972 will require 126 parking spaces. Given the size of the Blue Mesa building, and assuming the office building space is maximized and fully leased, the total required parking for the site would be 461, one space over what is provided on site. However, the office building is not currently fully occupied, nor has it been historically.

Landscaping: The landscaping proposed for this use has been reviewed by the Parks Department and found to be mostly in compliance with the Town requirements, but there are a few proposed plantings that are undersized. This is a minor detail that can be resolved during the construction process, but staff would suggest adding a condition to the SUP ordinance stating that the applicant shall be required to install landscaping that meets the minimum size requirements listed in the Town's landscape regulations.

Signage: The applicant should be aware that all signs must be permitted under the requirements of the Addison Sign Ordinance, which is separate from the zoning approval process. The applicant should also be aware that the Town has a policy against the use of any terms, such as "bar" or "tavern", or any graphic depictions that denote alcoholic beverages, in exterior signs.

## RECOMMENDATION: APPROVAL

This site functioned well with the previous restaurant tenants, however it has been vacant for quite some time. This was a difficult building to fill because of its size and the amount of work required to bring it up to current code requirements. Public School 972



appears to be a quality concept with a good plan for this site. Staff recommends approval of the request for a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signs.
- The applicant shall be required to install landscaping that meets the minimum size requirements listed in the Town's landscape regulations.

## Land Use Analysis

### Attributes of Success Matrix

**Public School 972, 14854 Montfort Drive**

**1715-SUP**

Attribute	Comment	Score
Competitive	This is a very competitive location for restaurants.	
Safe	The project will be safe.	
Functional	Previous restaurant uses on this site functioned well and were successful.	
Visually Appealing	The applicant is proposing to make enhancements to the building and landscaping to update and improve its appearance.	
Supported with Amenities	The site is in an amenity-rich area with other restaurants, retail, offices and residential uses near by.	
Environmentally Responsible	The proposed landscaping consists mainly of native, drought tolerant plantings.	
Walkable	There are currently no sidewalks on this property. Sidewalks would be difficult to add given the current site configuration and landscaping. This should be addressed when the entire site redevelops.	
<b>Overall Assessment</b>	<b>This is a good site for a restaurant and Public School 972 appears to be a quality operator with a good plan for the building.</b>	



Case 1715-SUP/Public School 972  
May 19, 2015

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 19, 2015, voted to recommend approval of an ordinance changing the zoning on property located at 14854 Montfort Drive, which property is currently zoned PD (Planned Development) through Ordinance O84-076, by approving for that property a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

- The applicant shall not use any terms or graphic depictions relating to alcoholic beverages in exterior signage.
- The applicant shall be required to install landscaping that meets the minimum size requirements listed in the Town's landscape regulations.

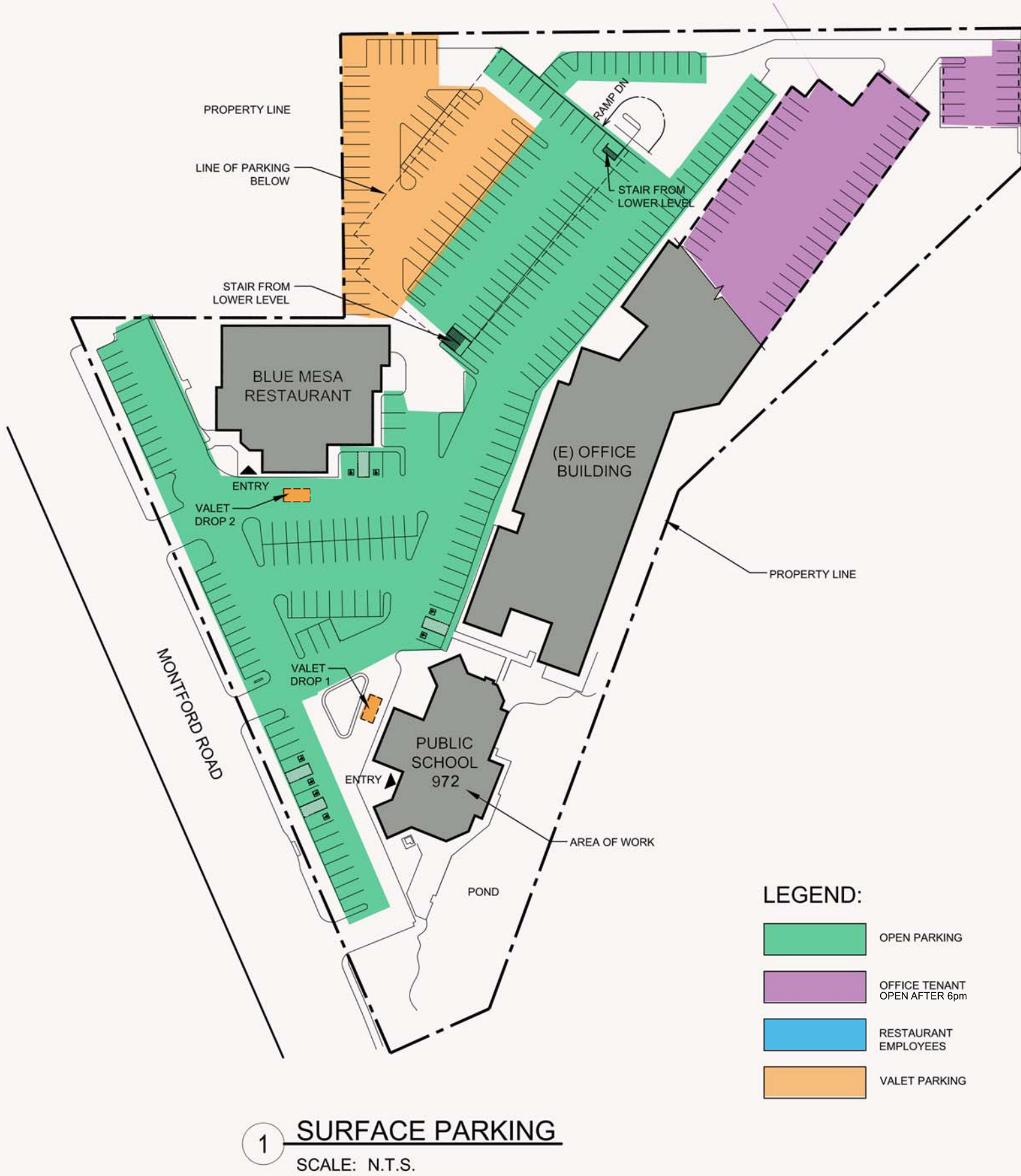
Voting Aye: Ennis, Morgan, Oliver, Robinson, Smith

Voting Nay: Robbins

Abstain: none

Absent: none

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SHEET NO	SHEET TITLE	SHEET INFO	ISSUED FOR	DATE	PROJECT
SK-1	Parking Plan	Drawn: SD			Public School 972 14854 Montford Road Addison, TX 75254
		Scale: As Shown			
		Job no: 1501			

**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. 015-014**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO REPEAL ORDINANCE NO. 012-027 AND TO GRANT SPECIAL USE PERMITS FOR A RESTAURANT AND THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION, ON APPLICATION FROM PUBLIC SCHOOL 972, FOR PROPERTY LOCATED AT 14854 MONTFORT DRIVE; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the property located at 14854 Montfort Drive is part of the Prestonwood Pond development and is zoned Planned Development through Ordinance No. 084-076; and

**WHEREAS**, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the City Council of the Town of Addison, Texas finds that this ordinance promotes the general welfare and safety of this community.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**Section 1.** That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

**Section 2.** That Ordinance No. 012-027 is repealed.

**Section 3.** That a Special Use Permit authorizing a restaurant and a Special Use Permit authorizing the sale of alcoholic beverages for on-premises consumption only, on the property located at 14854 Montfort Drive, are hereby granted subject to the following conditions:

- (a) Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, floor plan, landscape plan, and the elevation drawings, which are attached hereto as **Exhibit A** and made a part hereof for all purposes.
- (b) The Special Use Permit granted herein for a restaurant with the sale of alcoholic beverages for on-premises consumption only shall be limited to that particular area designated on the final site plan as encompassing a total area not to exceed 12,557 square feet.

- (c) No signs advertising sale of alcoholic beverages shall be permitted other than those authorized under the Liquor Control Act of the State of Texas, and any sign ordinance of the Town of Addison, Texas.
- (d) The sale of alcoholic beverages under this Special Use Permit shall be permitted in restaurants. Restaurants are hereby defined as establishments which receive at least sixty percent (60%) of their gross revenues from the sale of food.
- (e) Said establishment shall make available to the city or its agents, during reasonable hours its bookkeeping records for inspection, if required, by the city to insure that the conditions of subparagraph (d) above are being met.
- (f) Any use of property considered as a nonconforming use under the Comprehensive Zoning Ordinance of the Town of Addison shall not be permitted to receive a license or permit for the sale of alcoholic beverages.
- (g) If the property for which these Special Use Permits are granted is not used for the purposes for which said permits were granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permits granted herein.
- (h) If a license or permit to sell alcoholic beverages on property covered by this Special Use Permit is revoked, terminated or cancelled by proper authorities, the City Council may authorize hearings to be held for the purpose of considering a change of zoning repeal of the Special Use Permits granted herein.
- (i) The establishment shall not use the term “bar”, “tavern”, or any other terms or graphic depictions that relate to the sale of alcoholic beverages on any signs visible from the exterior of the premises.
- (j) The establishment shall be required to install landscaping that meets the minimum size requirements listed in the Town’s landscape regulations.
- (k) Prior to the issuance of a certificate of occupancy, the property owner shall submit an acceptable parking plan for the property to Town staff and provide each tenant with a copy of the approved parking plan.

**Section 4.** That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

**Section 5.** That it is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not

have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

**Section 6.** That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**Section 7.** That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 23rd day of June, 2015.**

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

\_\_\_\_\_  
Chelsea Gonzalez, City Secretary

CASE NO: 1715-SUP/Public School 972

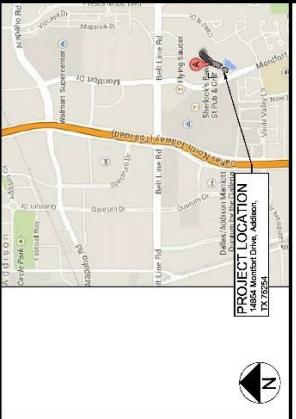
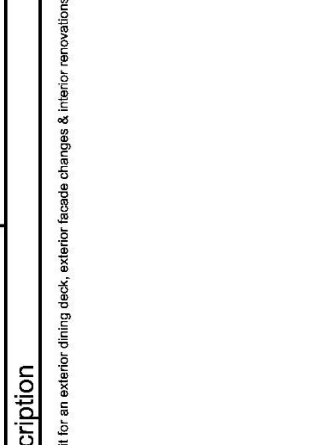
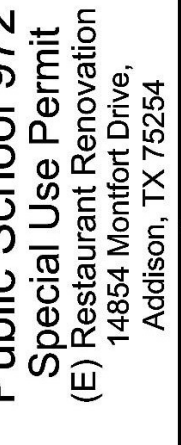
APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

PUBLISHED ON: \_\_\_\_\_



**EXHIBIT A**

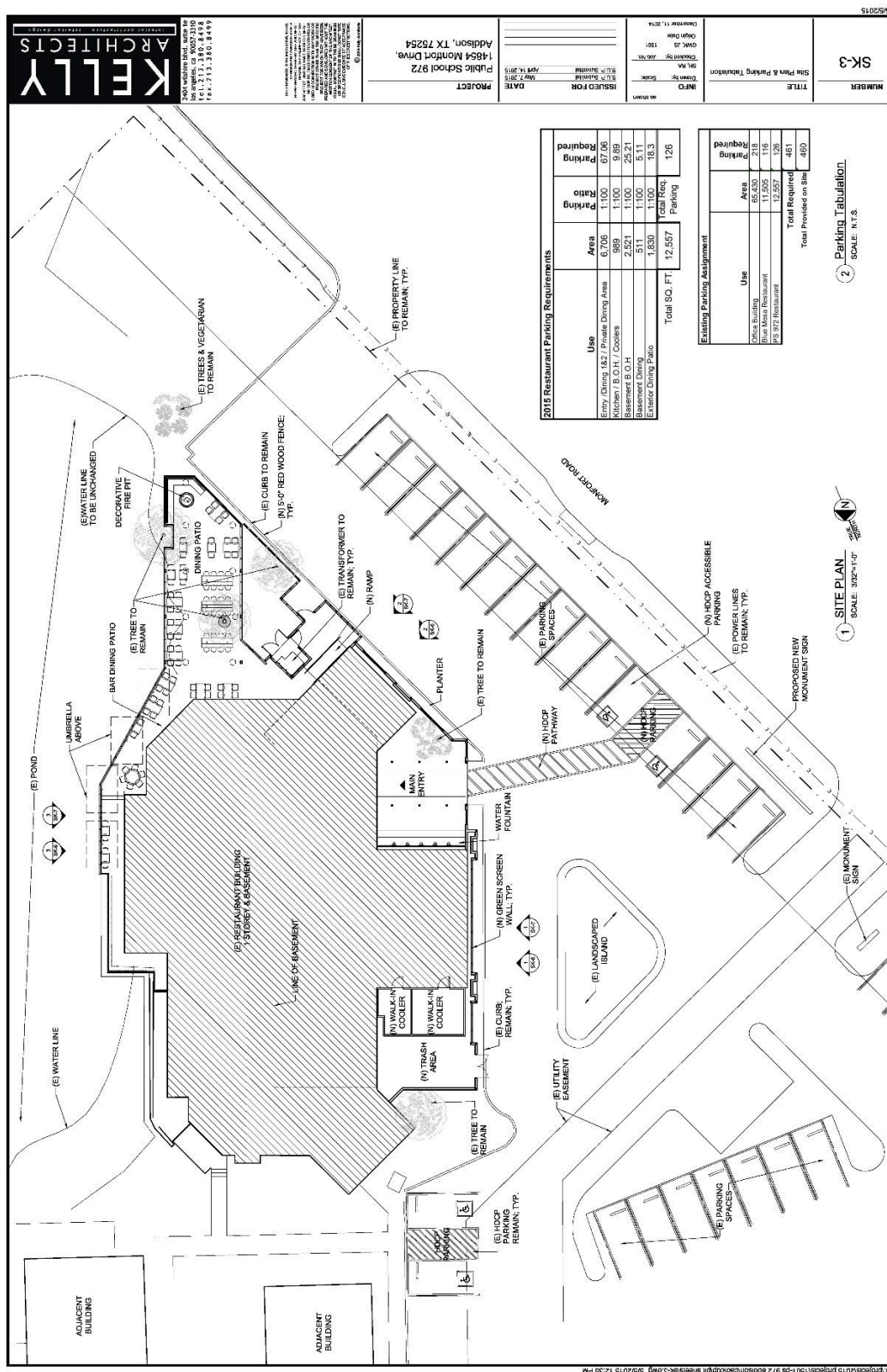
<b>Vicinity Map</b> 	<h2 style="text-align: center;">Public School 972</h2> <h3 style="text-align: center;">Special Use Permit</h3> <h3 style="text-align: center;">(E) Restaurant Renovation</h3> <p style="text-align: center;">14854 Montfort Drive, Addison, TX 75254</p>	<h3 style="text-align: center;">List of Drawings</h3> <table border="1"> <thead> <tr> <th>Sheet #</th> <th>Sheet Name</th> </tr> </thead> <tbody> <tr> <td>ARCHITECTURE</td> <td></td> </tr> <tr> <td>SK-1</td> <td>Cover Sheet, List of Drawings, Vicinity Map, Permit History, Permit Description</td> </tr> <tr> <td>SK-2</td> <td>Site Survey Plan</td> </tr> <tr> <td>SK-3</td> <td>Site Plan &amp; Parking Tabulation</td> </tr> <tr> <td>SK-4</td> <td>(N) Furniture Floor Plan</td> </tr> <tr> <td>SK-5</td> <td>(E) Exterior Elevations</td> </tr> <tr> <td>SK-6</td> <td>(N) Exterior Elevations</td> </tr> <tr> <td>L1</td> <td>Landscape Plan</td> </tr> <tr> <td>L2</td> <td>Landscape Notes</td> </tr> </tbody> </table>	Sheet #	Sheet Name	ARCHITECTURE		SK-1	Cover Sheet, List of Drawings, Vicinity Map, Permit History, Permit Description	SK-2	Site Survey Plan	SK-3	Site Plan & Parking Tabulation	SK-4	(N) Furniture Floor Plan	SK-5	(E) Exterior Elevations	SK-6	(N) Exterior Elevations	L1	Landscape Plan	L2	Landscape Notes	<h3 style="text-align: center;">Symbols Legend</h3> 	<h3 style="text-align: center;">Information</h3> <p><b>Owner:</b> SAS &amp; Associates 14854 Montfort Drive, Suite 107, Dallas, TX 75254</p> <p><b>Tenant:</b> Goli Concepts, Inc. / Public School 6300 Canoga Ave., Suite 200 Woodland Hills, CA 91367</p> <p><b>Project:</b> 14854 Montfort Drive, Addison, TX 75254</p> <p><b>Location:</b> TX, 75254</p> <p><b>Architect:</b> Hildinger Associates Architects Douglas Hildinger, AIA 9220 Peninsula Drive, Dallas, TX 75218</p> <p><b>Designer:</b> Kelly Architects, Inc. 2404 Wilshire Blvd. Suite 1E Los Angeles, CA 90057</p> <p><b>Mechanical, Electrical, Plumbing &amp; Fire Protection:</b> Bury, Inc. 5310 Harvest Hill Road Suite 100 Dallas, TX 75230</p> <p><b>Structural:</b> Bury, Inc. 5310 Harvest Hill Road Suite 100 Dallas, TX 75230</p> <p><b>Contractor:</b></p>	<h3 style="text-align: center;">Permit Description</h3> <p>1. Special Use Permit for an exterior dining deck, exterior facade changes &amp; interior renovations.</p>	<h3 style="text-align: center;">Applicable Codes</h3> <ol style="list-style-type: none"> <li>2006 International Fire Code with Addison Amendments.</li> <li>2012 International Building Code with Addison Amendments.</li> <li>2012 International Plumbing Code with Addison Amendments.</li> <li>2012 International Mechanical Code with Addison Amendments.</li> <li>2011 National Electrical Code with Addison Amendments.</li> <li>2012 International Green Construction Code.</li> </ol>	<h3 style="text-align: center;">Permit History</h3>
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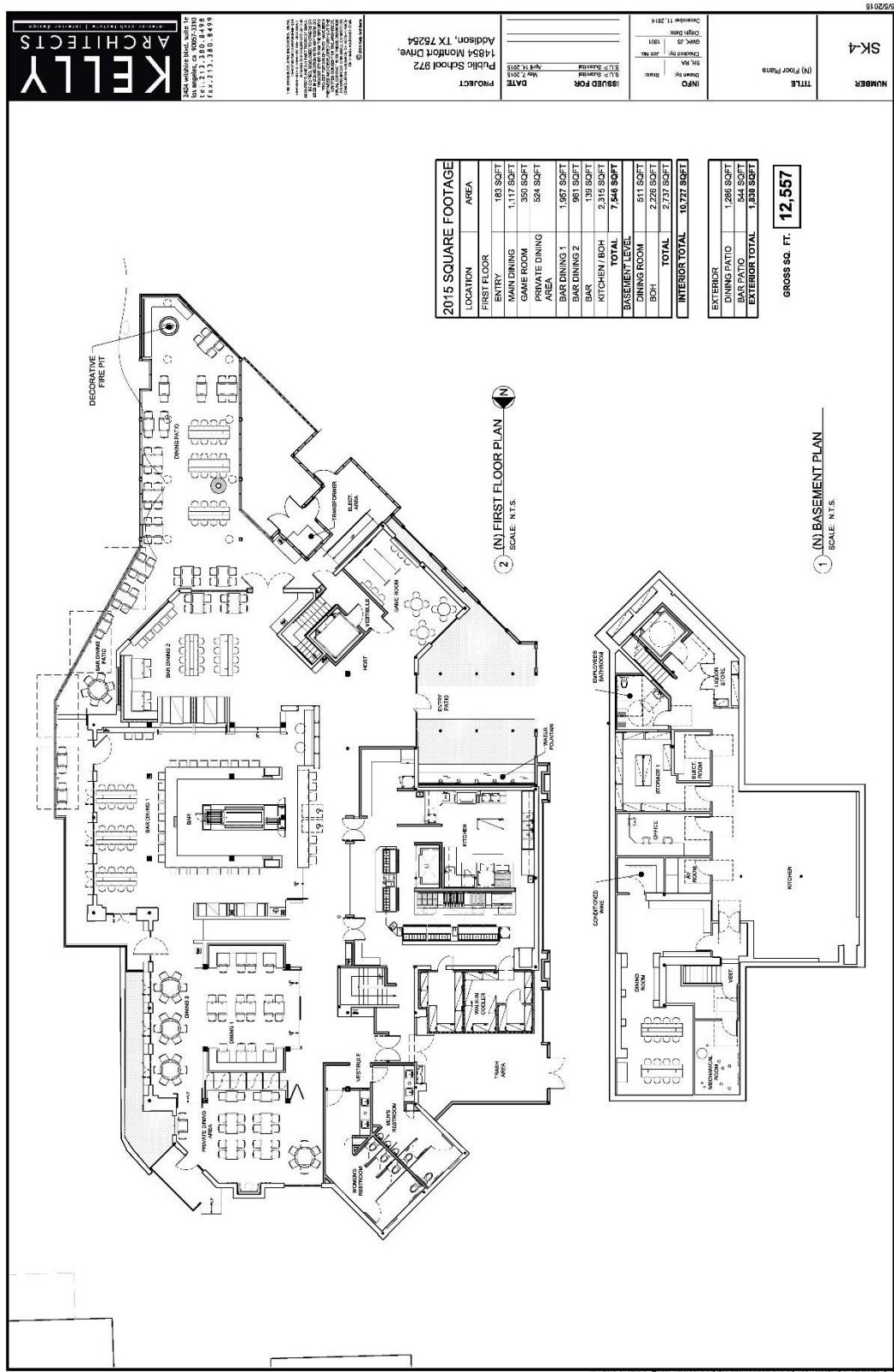


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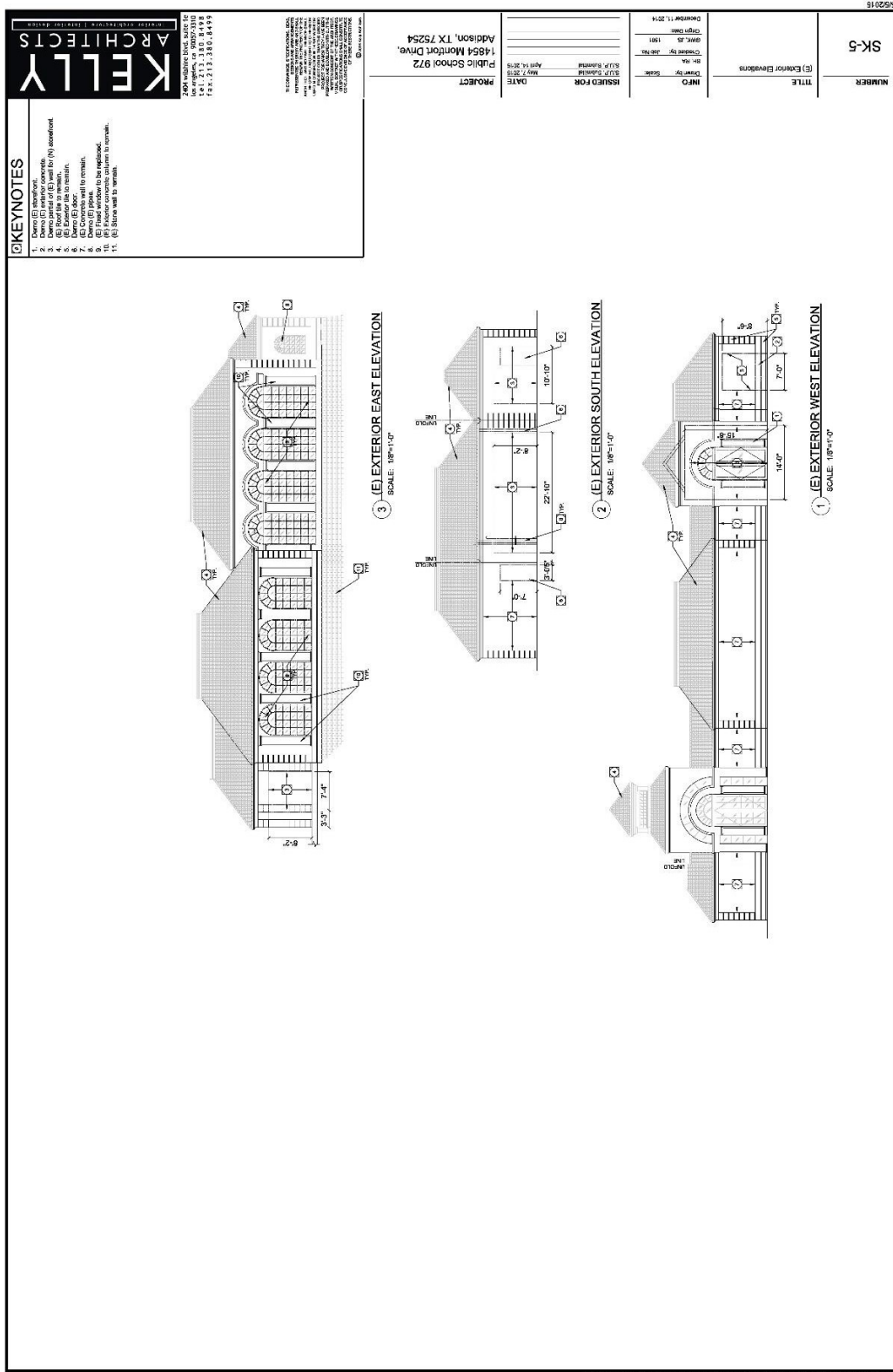
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## **EXHIBIT A**



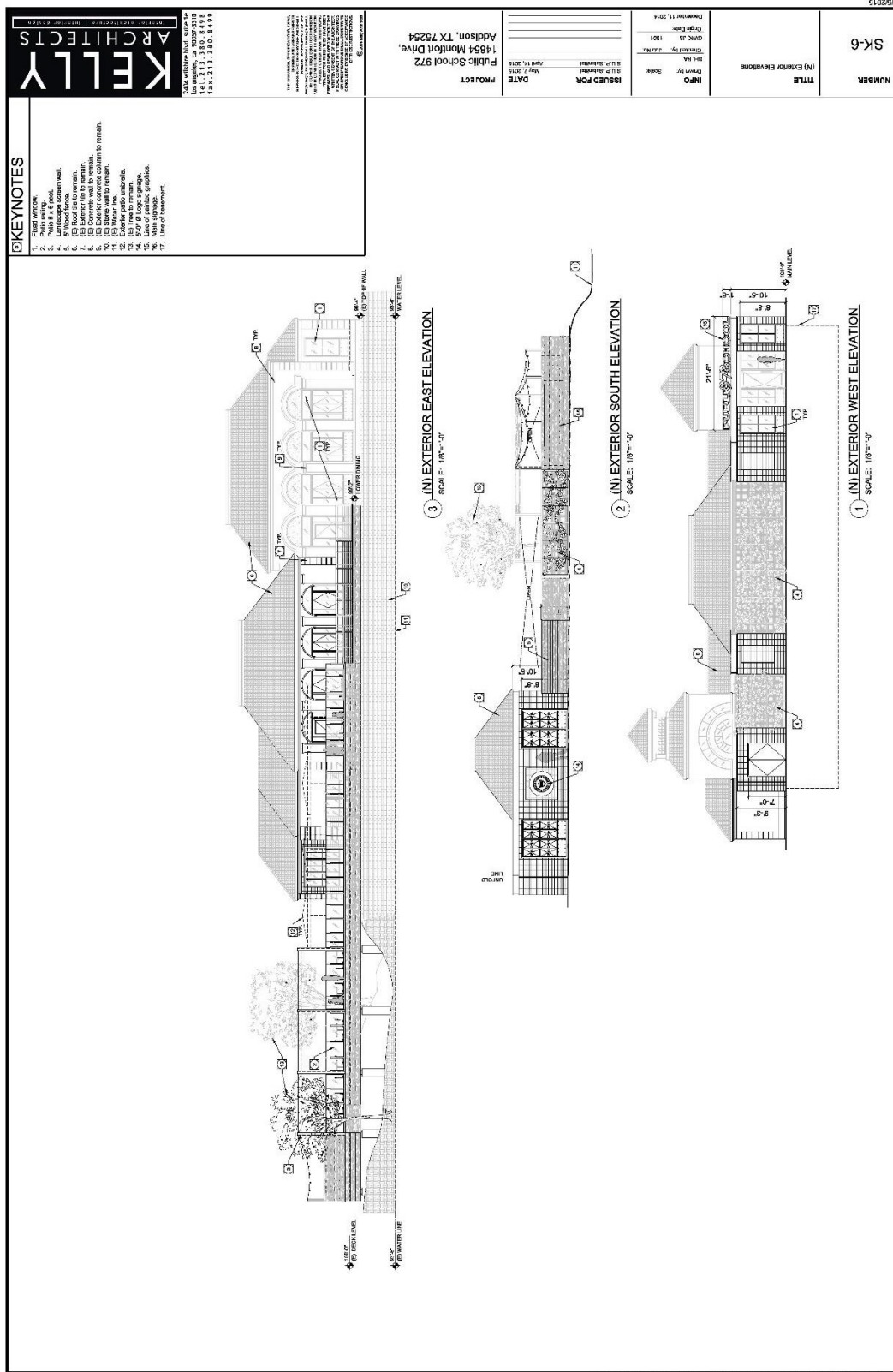
**EXHIBIT A**

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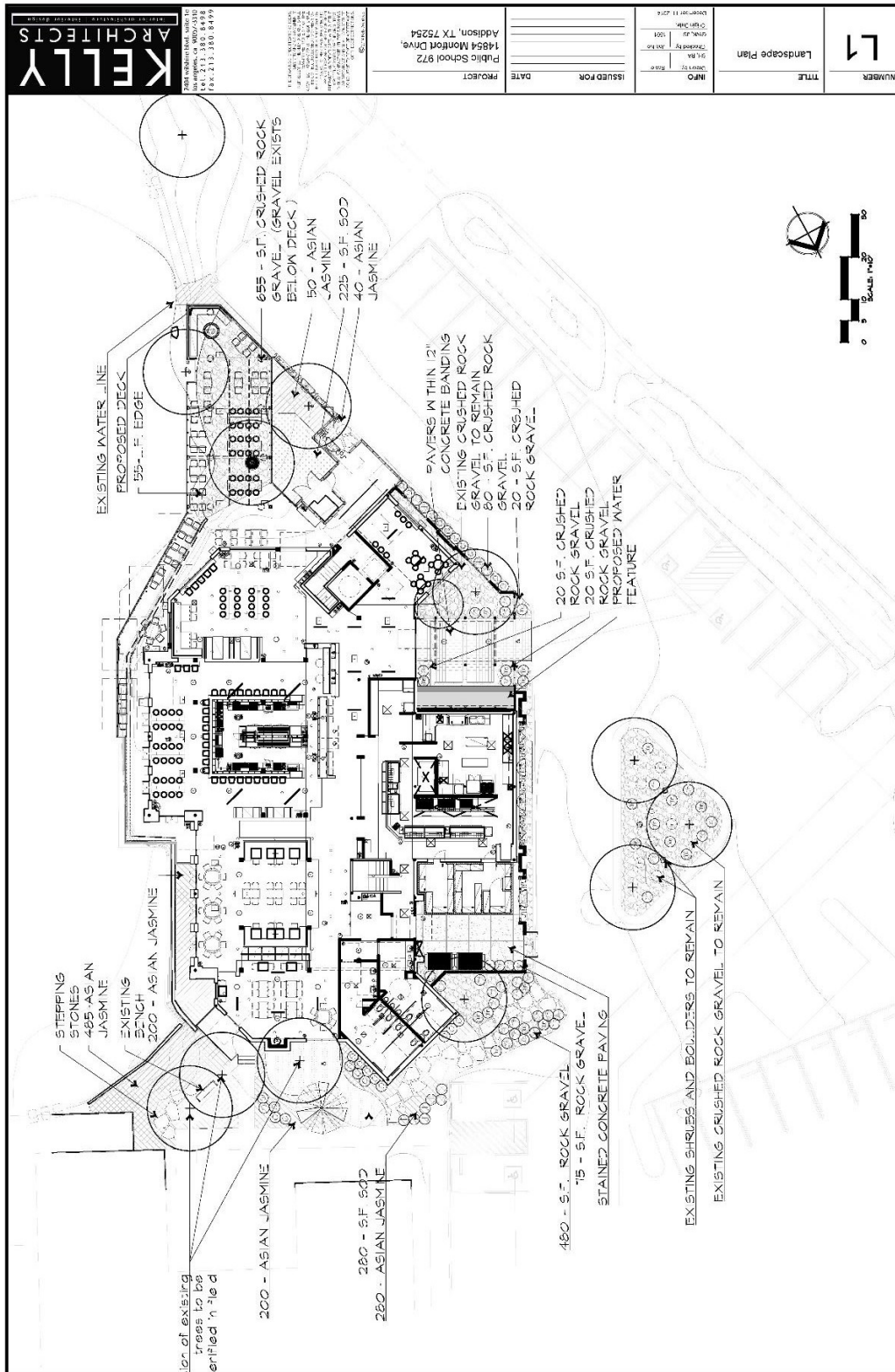




# **EXHIBIT A**



# **EXHIBIT A**



**EXHIBIT A**

[illegible]

**Work Session and Regular Meeting****Meeting Date:** 06/23/2015**Department:** Information Technology**Council Goals:** Enhance Public Safety  
Identify opportunities for improved governance

---

**AGENDA CAPTION:**

Update regarding the North Texas Emergency Communications Center (NTECC).

**BACKGROUND:**

The purpose of the update is to inform the public of the status of the consolidated dispatch project.

The initial idea was born as part of the "Shared Services" initiatives that were put into place in early 2012. Initially, only three (3) cities, The Town of Addison, Carrollton, and Farmers Branch started the process, but later on the City of Coppell joined this effort.

The current organizational chart for the center is comprised of the Board of Directors, OAC (Operational Advisory Committee), TAC (Technology Advisory Committee), and a director.

The four (4) city managers or their liaisons are the board members with voting rights, the OAC members are the four (4) police chiefs and four (4) fire chiefs or their liaisons, and TAC members are the four (4) Information Technology directors. Each committee and the director for the center reports directly to the Board of Directors.

The center is scheduled to open in August of 2015. The City of Farmers Branch will be the first city to move in and operate from the center in November, Addison will move in January of 2016, Coppell will be the third city to start the operation in February of 2016, and Carrollton will be the last city to move in by March of 2016.

**RECOMMENDATION:**N/A

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**Work Session and Regular Meeting****Meeting Date:** 06/23/2015**Department:** Infrastructure- Development Services**Council Goals:** Infrastructure improvement and maintenance

---

**AGENDA CAPTION:**

Discuss, consider, and take action awarding a construction contract to Pavecon Public Works, LP, for the rehabilitation of Addison Road for an amount not to exceed \$1,516,355.89.

**BACKGROUND:**

Addison Road was originally constructed in 1979 as a four-lane undivided roadway with a total of 8" of asphalt on top of 6" of lime stabilized base material. The road is currently classified as a minor arterial and carries approximately 18,000 vehicles a day in certain portions of the roadway.

On January 13, 2015, staff presented council with a plan showing several options to address the condition of the road and to help maintain it until a full reconstruction project can be considered. Council authorized the staff to pursue the option that included a full-depth repair on the failed sections followed by a total overlay of the roadway through the project limits, which are from the railroad tracks just north of the Arapaho intersection to the northern city limits.

Funding for this project was appropriated in the FY15 Streets Capital Projects Funds budget in the amount of \$2,274,473. The project will also include materials testing and inspection, both of which will be brought to council for consideration at a later date, if appropriate.

In order to determine the best schedule for the work, the bidders were required to submit one bid that would address the following restrictions:

1. That the day time work be done only during the hours of 9:30 am and 3:30 pm Monday through Friday and
2. That work may not be done between the hours of 7:00 pm and 7:00 am on Monday through Friday and 7:00 pm and 8:00 am on Saturday and Sunday within proximity of a residential area without prior approval from the city manager.

The second required bid would allow the contractor to choose their own work hours but still comply with the restriction related to work adjacent to a residential area.

The bids were opened on Wednesday, June 3rd. The Town received three bids:

**Addison Road Pavement Preservation Project - Bid Tabulation**

	<u>Pavecon Public Works</u>	<u>Reynolds Construction</u>	<u>Oldcastle</u>
Base Bid (Restricted Hours)	\$ 1,549,068.85	\$ 1,708,315.10	\$ 2,078,367.10
Base Bid plus Add Alt #1	\$ 37,175.38	\$ 78,502.90	\$ 90,735.16
Total	\$ <b>1,586,244.23</b>	\$ <b>1,786,818.00</b>	\$ <b>2,169,102.26</b>
Alt Bid (Unrestricted Hours)	\$ 1,480,434.85	\$ 1,535,188.60	\$ 2,072,017.20
Alt Bid plus Add Alt #1	\$ 35,921.04	\$ 74,427.90	\$ 90,849.42
Total	\$ <b>1,516,355.89</b>	\$ <b>1,609,616.50</b>	\$ <b>2,162,866.62</b>

The base bid includes all asphalt repair work located within the Town of Addison right-of-way and the additive alternate includes the improvements to the area within the Railroad right-of-way between Edwin Lewis Dr. and Arapaho.

The lowest qualified bidder was Pavecon Public Works, LP. Pavecon has a history of performing road reconstruction for municipalities and has completed this type of project for the Town in the past. They come highly recommended by the references that were provided.

Staff and our consulting engineer evaluated all of the options and recommends that the Council award the contract to Pavecon utilizing the additive alternate with the unrestricted work hours. The advantages of this alternative is that there is approximately \$70,000 in construction savings between the unrestricted work hour and the restricted work hour. There will also be approximately 15% in savings on the construction inspection and materials testing contracts related to a more efficient use of the inspector's time and the number of tests that are needed. There will also be a reduction in the overall project schedule, which will ultimately minimize the impact to the traveling public.

The construction will begin on the north end of the project to accommodate Trinity Christian Academy's school schedule. Provisions are also in the contract that accommodate both Kaboom Town and Oktoberfest, if necessary.

**RECOMMENDATION:**

Administration recommends approval.

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**Fiscal Impact**

**Budgeted Yes/No:** Yes

**Funding Source:** Streets Capital Projects Fund

**Amount:** \$1,516,355.89

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**Attachments**

Pavecon Contract

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**CONTRACT**  
**AGREEMENT**

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 24 day of June, 2015, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Pavecon Public Works, LP, of the City of Grand Prairie, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

**Addison Road Pavement Rehabilitation 15-31**

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The OWNER agrees to pay the CONTRACTOR \$1,516,355.89 in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON  
(OWNER)

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Party of the Second Part

(CONTRACTOR)

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

The following to be executed if the CONTRACTOR is a corporation:

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as CONTRACTOR herein; that \_\_\_\_\_, who signed this Contract on behalf of the CONTRACTOR is the \_\_\_\_\_ of said corporation; that said \_\_\_\_\_ (official title) Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: \_\_\_\_\_

Corporate Seal

**Work Session and Regular Meeting****Meeting Date:** 06/23/2015**Department:** Infrastructure- Development Services**Council Goals:** Infrastructure improvement and maintenance  
Implement bond propositions

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**AGENDA CAPTION:**

Present, discuss, and take action regarding a Discretionary Service Agreement with Oncor Electric Delivery Company, LLC to replace existing overhead electric distribution facilities to comparable underground electric distribution facilities along Belt Line Road from Marsh to Midway for an estimated amount of \$4,600,000.

**BACKGROUND:**

In 2012, Addison voters approved a bond package that included the funds to relocate the electric and telecommunication utilities on Belt Line from the existing aerial structures to underground duct banks. The project includes the relocation of the utilities owned by Oncor Electric Delivery Company, LLC (Oncor). Oncor provided input to the design of the undergrounding project from the beginning of the design process. We are now ready to finalize the agreement with Oncor, which is described in the attached Discretionary Service Agreement (DSA). Because Oncor is a franchise utility, their agreements are regulated through the Public Utility Commission and as such are limited in what can be changed. Oncor, however, has agreed to make some changes that were requested by the city attorney. The final agreement has been reviewed and approved by the city attorney and is attached.

The attached DSA has an effective date of September 21, 2009. This date refers to the effective date of this version of the DSA and is the date that Oncor uses to track the agreement. The date of the Addison agreement with Oncor will be the date that the council approves the item and the agreement is signed by the city manager. Section 15.(vii) of the Agreement states that Oncor reserves the right to void this Agreement and submit an updated DSA with recalculated costs if Oncor's work does not begin until after October 15, 2015. Although Oncor's physical work will not begin until after that date, they need to begin ordering materials that have long lead times now in order to be ready when their portion of the relocation begins. The ordering of this material will mark the beginning of the work.

The Town is obligated to pay for the relocation of the utilities. The estimated cost of the relocation is \$4,600,000. The Town agrees to pay the costs of any reasonable additional costs that may be incurred during the relocation of the utility. The funds are available in the 2012 bond fund.

**RECOMMENDATION:**

Administration recommends approval

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**Fiscal Impact**

**Budgeted Yes/No:** Yes

**Funding Source:** 2012 Capital Project Fund

**Amount:** \$4,600,000

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**Attachments**

Oncor DSA

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# **Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC**

## **6.3 Agreements and Forms**

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

Page 1 of 3

### **6.3.5 Discretionary Service Agreement**

This Discretionary Service Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of June 2015, by **Oncor Electric Delivery Company LLC** ("Oncor Electric Delivery" or "Company"), a Delaware limited liability company and distribution utility, and the **Town of Addison, Texas** ("Customer"), a municipal corporation, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

**1. Discretionary Service to be Provided** -- Company agrees to provide, and Customer agrees to pay for the following discretionary service in accordance with this Agreement:

Per a request from the Customer, Company will replace existing overhead electric distribution facilities to comparable underground electric distribution facilities along Belt Line Road from Marsh to Midway in Addison, Texas, as shown in Exhibit A.

Construction will include the installation of approximately 62,000 feet of underground primary cables, 15 pad mounted switchgear, 11 single phase pad mounted transformers, appurtenances necessary to maintain both existing overhead facilities that are to remain outside of scope of project and existing underground facilities in the scope of the project; removal of 59 wood poles, approximately 8800 feet of three phase overhead conductors, and 27 three phase primary risers along the north and south right of way of Belt Line Road from Marsh Lane to Midway Road.

Customer to provide and install all materials necessary in the civil construction for the Company's proposed underground facilities per Company's standards and approval. (see Exhibit B - **Belt Line Road Underground Electrical Plans** approved by the Company January 28, 2014). Upon acceptance by the Company, the civil facilities installed by the Customer will become the property of the Company. Civil facilities include approximately 11,000 feet of concrete encased duct bank, 27 manholes, 26 pads for pad mounted equipment, 27 primary pull vaults, and such other discretionary services as Company may reasonably determine are necessary in order to affect the replacement of the existing overhead electric distribution facilities along Belt Line Road from Marsh to Midway in Addison, Texas.

This project will be worked on Company project number – WR's 3223444, 3284861, 3284864 and 3284865.

**2. Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUC") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUC ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUC Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

**3. Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUC or court orders concerning discretionary service charges.

**4. Term and Termination** -- This Agreement becomes effective upon acceptance by both the Company and the Customer and continues in effect until all associated work by Oncor Electric Delivery LLC is complete and reimbursements are secured, with no allowances for betterment. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

**5. No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

**6. Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

**7. Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUC Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.



## Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

### 6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

Page 2 of 3

**8. Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

**9. Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

Oncor Electric Delivery Company LLC  
**Attn: Larry K. Baldwin**  
115 W. 7<sup>th</sup> Street, Suite 625  
Fort Worth, TX 76102

Office: 817-215-6184

(b) If to Customer:

Town of Addison  
**Attn: Lisa Pyles**  
16801 Westgrove Drive  
Addison, Texas 75001

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

**10. Invoicing and Payment** -- Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

Town of Addison  
**Attn: Lisa Pyles**  
16801 Westgrove Drive  
Addison, Texas 75001

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

**11. No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

**12. Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

**13. Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

**14. Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

### 15. Other Terms and Conditions --

- (i) Customer agrees to pay Company the actual cost incurred with the Discretionary Services to be provided. Customer to make partial payments to Company for the material and labor cost incurred. Partial payments will be invoiced at six month intervals starting from the date of initial construction. The FINAL payment will be invoiced upon completion of the Discretionary Services to be provided. All payments shall be made within **60 days** of when each of the invoices is received. The estimated cost for the Discretionary Service to be provided is **\$ 4,600,000.00.**

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

Page 3 of 3

- (ii) Customer understands and agrees that in order to complete Customer's requested replacement of overhead electric distribution facilities on Belt Line Road from Marsh to Midway, Company may need to complete other services and tasks in addition to those services/tasks specified in paragraph 1 of this Agreement. Customer agrees that in the event Company, in its reasonable discretion, determines such additional services/tasks are necessary, Customer will pay Company for the costs of that work, with the charges due for such services/tasks to be calculated in accordance with Company's Retail Delivery Tariff only by written Agreement of the Customer, in accordance with and with the same formalities required in Paragraph 7, (Amendment), above.
- (iii) For the purpose of this agreement, "betterment" shall mean any upgrading or enhancing of the existing facilities being relocated underground that is not attributable to the undergrounding construction and is made solely for the benefit of and at the election of the Company.
- (v) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation or removal of facilities outlined in this agreement until Joint Users(s) remove their facilities attached to Oncor Electric Delivery poles.
- (vi) Scheduling and execution of the Discretionary Service outlined in this agreement will not begin until this document is signed by both Parties and returned to Oncor Electric Delivery Company LLC at the above referenced address.
- (vii) The total cost of the Discretionary Service outlined in this agreement is good for 120 days. If this agreement has not been executed by both parties by October 3, 2015 or if Customer requests that the Company's performance of Discretionary Service begin after October 3, 2015, Company reserves the right to void this Agreement and submit an updated Discretionary Service Agreement with recalculated cost for the Discretionary Service to be provided.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*James A. Green*  
JAMES A. GREEN  
SVP & COO  
6/5/2015

The Town of Addison, Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Work Session and Regular Meeting****Meeting Date:** 06/23/2015**Department:** Infrastructure- Development Services**Council Goals:** Infrastructure improvement and maintenance

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**AGENDA CAPTION:**

Present, discuss, consider and take action regarding an agreement with Garver, LLC, to provide professional engineering service related to the Runway 33 Localizer Improvements at Addison Airport in the amount not to exceed \$115,000.

**BACKGROUND:**

In the summer of 2014, the FAA informed the airport that the signal from the current Instrument Landing System (ILS) that serves Runway 33 at Addison Airport has degraded due to interference caused by hangars and other facilities located along the flight line and that it will only support current and existing development in that area. Even though the ILS is owned by the FAA and considered their responsibility for upkeep, the agency has notified the airport that since the system is adequate for the existing development, if future develop is contemplated, the system will need to be upgraded the airport will need to fund that cost. Upgrading the system is critical to the airport because without it, no future development can take place.

During the budget discussions for FY2015, the council approved a \$300,000 line item in the Infrastructure Investment Fund to begin the design work needed for the engineering work related to siting, designing, and installing the ILS equipment. As the airport's engineer of record, Garver, LLC, is able to perform this work and is pre-qualified to do so.

The scope of work will include:

1. The civil design of the site to accommodate the new equipment
2. Electrical design
3. Grading for localizer pad and perimeter road relocation
4. Construction contract documents to include bid forms and other front end documents
5. Preparation and submittal of FAA Form 7460 (Notice Of Proposed Construction Or Alteration)
6. Surveying
7. Oversight of localizer equipment design by third party
8. Bid support

The contract amount is \$115,000. Funds are available for this expenditure in the Infrastructure Investment Fund.

**RECOMMENDATION:**

Administration recommends approval.

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**Fiscal Impact**

**Budgeted Yes/No:** Yes

**Funding Source:** Infrastructure Investment Fund

**Amount:** \$115,000

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**Attachments**

Garver ILS Agreement

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**MASTER AGREEMENT FOR PROFESSIONAL SERVICES**  
**Addison Airport Runway 33 Localizer Improvements**  
**Town of Addison, Texas**  
**Project No. 15081100**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made as of the Effective Date (as set forth above the signatures by the parties to this Agreement) by and between the **Town of Addison, Texas**, hereinafter sometimes referred to as "Client," and **GARVER, LLC**, an Arkansas limited liability company, hereinafter referred to as "GARVER" (Client and GARVER are sometimes referred to herein together as the "parties" and individually as a "party").

The Client desires to hire Garver to provide professional engineering services related to the Runway 33 Localizer Improvements at Addison Airport, and Garver desires to provide such services to the Client.

**Now, therefore**, the Client and GARVER in consideration of the mutual covenants in this Agreement, do hereby agree as set forth in this Agreement. GARVER shall not begin work on or provide any Services or any other work or services under or in connection with this Agreement until Client, from time to time, directs GARVER in writing to proceed.

**SECTION 1 - SERVICES OF GARVER**

The Client agrees to engage GARVER, and GARVER agrees to provide to and perform for Client, professional Services (as defined in Section 2 of this Agreement) in connection with the proposed improvements as stated in this Agreement. These Services will conform to the requirements and standards of the Client, and conform to and be conducted in a manner consistent with the standards of practice ordinarily used by, and that level of care and skill ordinarily exercised by, reputable members of the engineering (GARVER's) profession practicing then currently practicing in Dallas County, Texas and under similar conditions. GARVER's Services consist of that work and services performed by GARVER and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants. For having rendered such Services, the Client agrees to pay GARVER compensation as stated in and in accordance with the sections to follow.

In connection with this Agreement and the Services to be provided by Garver pursuant to this Agreement:

- A. GARVER represents and warrants that it is authorized by the State of Texas, as may be required by applicable law, rule, or regulation, to practice and provide the Services set forth in this Agreement and that any necessary licenses, permits or other authorization to perform such Services have been acquired as required by such law, rule, or regulation.
- B. GARVER and Client agree and acknowledge that Client is entering into this Agreement in reliance on GARVER's professional abilities with respect to performing the Services described herein.
- C. GARVER shall perform the Services set forth in this Agreement in accordance with all applicable laws, statutes, ordinances, regulations, codes, standards, policies, orders, and rules of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement and in accordance with the standard of care set forth herein.

GARVER shall perform all Services in a timely and professional manner, utilizing at all times an



economical and expeditious manner for performing such Services consistent with the standards set forth herein and shall cause all subcontracted Services to be similarly undertaken and performed. GARVER shall re-perform and otherwise remedy any Services provided by or for GARVER (including any subcontracted Services) not meeting or satisfying the standard of care set forth herein without additional compensation.

Notwithstanding Client's review, approval or acceptance of any Services, and including any drawings, plans, documents, designs, materials, reports, proposals, records, specifications, deliverables, or any other work product prepared by or for GARVER under or in connection with this Agreement (collectively, "Drawings"), GARVER represents that such Services, including any Drawings: (i) shall be sufficient and adequate for the project and fit for the purposes for which they are intended, and (ii) shall, to the best of GARVER's knowledge, information and belief as an engineer, be free from material error. In accordance with the standard of care set forth herein, GARVER agrees that it shall not recommend unsuitable materials in connection with any of its Services. If the design delivered by GARVER should be defective or have errors, GARVER will assume sole responsibility for any damages, losses, claims, or expenses to the extent caused by the same.

Approval or acceptance by Client of any Services provided by or for GARVER, and including any Drawings, shall not constitute nor be deemed a release of the responsibility and liability of GARVER, its owners, officers, managers, employees, subcontractors, and consultants for the accuracy and competency of the same (and GARVER shall be and remain liable to Client for all damage caused by GARVER's negligent or intentionally wrongful performance, acts or omissions, or willful misconduct, under this Agreement), nor shall such approval or acceptance be deemed to be an assumption of or an indemnification for such responsibility or liability by Client for any defect, error or omission in the same, it being understood that Client at all times is relying on GARVER's skill and knowledge in preparing and providing the Services, including Drawings.

GARVER shall be wholly and solely responsible for the Services provided by any owner, officer, manager, employee, representative, agent, consultant, contractor or subcontractor of GARVER.

## **SECTION 2 - SCOPE OF SERVICES**

GARVER's work and services to be provided and performed by GARVER under this Agreement are described in attached Appendix A - Scope of Services. (as defined in the following paragraph) (the "Services"), which Appendix is incorporated into and made a part of this Agreement.

## **SECTION 3 - PAYMENT**

For the work described under SECTION 2 - SCOPE OF SERVICES (except for geotechnical services and property record research and as may be modified for additional services required), the Client will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this Agreement that is not in dispute is not received by GARVER within 60 days after the date of Client's receipt of Garver's invoice (together with any materials in support of the invoice), GARVER may elect to suspend Services under this Agreement and any Work Order pertaining to the invoice without penalty or liquidated damages assessed from the Client.



The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveying Services	\$8,600	LUMP SUM
Preliminary Design	\$72,600	LUMP SUM
Final Design	\$26,800	LUMP SUM
Bidding Services	\$7,000	LUMP SUM
TOTAL FEE	\$115,000	

Notwithstanding any other provision of this Agreement, the total amount to be paid to GARVER under this Agreement shall not exceed **\$115,000**. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B.

The Client will pay GARVER on a monthly basis, based upon statements (invoices) submitted by GARVER to the Client indicating the estimated proportion of the work accomplished during the immediately prior month. Each statement shall be submitted to Client no later than the 10th day of each month, and shall, among other things, show the sum of all prior payments under this Agreement. Payments not in dispute that are not received within 60 days after the date of Client's receipt of invoice will be subject to a one percent monthly simple interest charge or such other amount as may be provided by State law. GARVER shall not be entitled to any compensation for any Services not actually performed or for any lost profits as a result of Client's termination of this Agreement or suspension of the Services.

As directed by the Client, some billable work may have been performed by GARVER prior to the Effective Date of this Agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Client.

Notwithstanding any provision of this Agreement to the contrary, Client shall not be obligated to make payment to GARVER hereunder if:

1. GARVER is in default of any of its obligations under this Agreement, any Work Order, or any other documents in connection with the Services (and payment may be withheld to the extent of any such default);
2. Any part of such payment is attributable to any Services which are not performed in accordance with this Agreement;
3. GARVER has failed to make payment promptly to subcontractors or consultants or other third parties used by GARVER in connection with the Services for which the Client has made payment to GARVER; or
4. If Client, in its good faith judgment and after consultation with GARVER, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services under this Agreement and/or any Work Order, no additional payments will be due GARVER hereunder unless and until GARVER performs a sufficient portion of the Services so that such portion of the compensation remaining unpaid is determined by Client to be sufficient to complete the Services.



Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Client in writing, the Client will pay GARVER, for time spent on the work, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel at amounts and in accordance with the paragraph below. The rates shown in Appendix A may be increased annually as set forth in this Agreement, with such increase, if any, effective on or about June 1 of the applicable year (and the first such increase, if any, being effective on June 1, 2015).

Expenses other than salary costs that are directly attributable to performance of GARVER's professional services will be billed as follows:

1. Actual direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses (however, no travel outside of Dallas County, Texas shall be eligible for payment or reimbursement unless GARVER has, prior to any such travel, submitted to Client the costs and received the Client's written consent for the same).
2. Actual direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. \$100 per month for each month computer design/modeling software is utilized.
5. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

#### **SECTION 4 - OWNER'S RESPONSIBILITIES**

In connection with this Agreement, the Client's responsibilities shall include, but not be limited to, the following:

1. Review and consideration of all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public (Client owned or controlled) and private lands as required for GARVER to perform necessary preliminary surveys and other investigations; but as to private lands, Client will use its reasonable efforts to make such provision and will not be required to expend any funds in doing so.
3. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed Services as may be in the possession of the Client. Such documents or data will be returned upon completion of the Services or at any other time at the request of the Client.
4. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
5. Paying all plan review and advertising costs in connection with the project.
6. Client will not hire any of GARVER's employees during performance of this Agreement and for a period of one year beyond completion of this Agreement.
7. Furnishing GARVER a current geotechnical report for the proposed site of construction, if the Client has a current geotechnical report. GARVER will coordinate with the geotechnical





consultant, the Client has contracted with, on the Client's behalf for the information that is needed for the project.

## **SECTION 5 – MISCELLANEOUS**

### **5.1 Instruments of Service**

All Drawings shall be, belong to, and remain the sole property of Client for Client's exclusive use or re-use at any time without further compensation and without any restrictions. Without limiting the foregoing or any other provision of this Agreement, Client shall have the right to use the same for the purpose of completing the project for which the Drawings were prepared. Should Client use the same for modifications or extensions of the project for which the Drawings were prepared or on any other project without GARVER's written consent to such use, Client does so at its own risk. Upon completion of the Services, at the time of any earlier termination of this Agreement, or at any time at the request of Client, GARVER shall promptly provide all such Drawings to Client. Provided, however, GARVER shall not be liable for any errors or omissions contained in any Drawings which are incomplete as a result of a suspension or termination where GARVER is unable, because of such suspension or termination, to complete such Drawings.

GARVER's Drawings consist of the printed hard copy reports, drawings, and specifications issued pursuant to the provision of its Services; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Client, GARVER will furnish to the Client both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Client's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Client.

GARVER agrees to and does hereby grant and assign to Client all intellectual property rights (whether copyright or otherwise) in and to all Drawings in which GARVER may have a copyright or other intellectual property interest, and to all Drawings as to which GARVER may assert any rights or establish any claim under patent, copyright, or other intellectual property laws. Without limiting any other provision of this Agreement, GARVER represents that Client's use of such Drawings will not infringe upon any third parties' rights and GARVER will indemnify and protect Client from any infringement claims arising from Client's use of any Drawings.

### **5.2 Opinions of Cost**

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the methods of determining prices by a contractor that performs construction work pursuant to any Drawings, or over competitive bidding or market conditions, GARVER's estimates of costs and construction costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry in Dallas County, Texas; but GARVER cannot and does not guarantee that proposals, bids or actual total construction project or construction costs will not vary from estimates prepared by GARVER.

The Client understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Client, GARVER will not be required to re-design the project



without additional compensation.

### **5.3 Underground Utilities**

GARVER will not, unless defined within a Work Order, provide research regarding utilities and survey utilities located and marked by their owners. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, if such facilities are not located and marked by a utility company, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes.

GARVER will subcontract with a company specializing in locating underground utilities (subject to Client's consent) and will pass the direct cost plus 10 percent from the locating company to the Client. GARVER will survey the locations marked by the locating company and the utility owners. GARVER will not be responsible for the completeness or accuracy of the markings made by locating company or utility owners, nor will GARVER be liable for costs incurred by the Client due to incomplete or inaccurate utility markings.

### **5.4 Insurance**

At all times in connection with this Agreement, GARVER shall purchase, provide and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

- A. Worker's Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- B. Commercial Automobile Liability at minimum combined single limits of \$500,000.00 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- C. Commercial General Liability insurance at minimum combined single limits of \$1,000,000.00 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability (covering, but not limited to, the indemnity obligations set forth in this Agreement).
- D. Professional Liability coverage at minimum limits of \$2,000,000.00 covering claims resulting from acts, errors and omissions in the performance of professional services. This coverage must be maintained for at least four (4) years after any project for which professional services are provided is finally completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and during the four year period thereafter described herein.

With reference to the foregoing insurance, GARVER shall specifically endorse applicable insurance policies as follows:

- A. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.
- B. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.



C. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in the Workers Compensation and all liability policies.

D. All insurance policies shall be endorsed to require the insurer to notify the Town of Addison Texas at least 30 days prior to any material change in the insurance coverage.

E. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least 30 days notice prior to cancellation or non-renewal of the insurance (but excluding cancellation for non-payment of premium, but in such event Garver shall notify the Town of Addison in writing at least 30 days prior to cancellation of insurance for non-payment of premium).

F. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

G. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

H. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance, satisfactory to Client, shall be prepared and executed by the insurance company or its authorized agent, delivered to Client simultaneously with the execution of this Agreement (and updated as needed), and shall contain provisions representing and warranting the following:

A. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.

B. Shall specifically set forth the notice-of-cancellation and termination provisions to the Town of Addison, Texas.

Upon request, GARVER shall furnish the Client with complete copies of all insurance policies certified to be true and correct by the insurance carrier. Client reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by Client.

## **5.5 Records**

GARVER will retain all pertinent records relating to this Agreement for a period of four (4) years beyond completion of its provision of Services and the completion of construction by a contractor that performs construction work pursuant to any Drawings (and this obligation shall survive the expiration or termination of this Agreement). GARVER shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. Client and Client's representatives may have access to such records during normal business hours at a location within Dallas or Collin County, Texas, including to audit or inspect the same.

The FAA, Client, Comptroller General of the United States or any of their duly authorized



representatives shall have access to any books, documents, papers and records of GARVER which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription.

After completion of each work assignment for Services, and prior to final payment therefor, GARVER shall deliver to the Client all original documentation and Drawings prepared under this Agreement, and one (1) set of the record drawing Construction Plans updated to reflect changes. One (1) set of the record drawing Construction Plans will also be delivered to the FAA Airport Region Office. In the event the Client does not have proper storage facilities for the protection of the original Drawings, the Client may request GARVER to retain the Drawings with the provision that they will be made available upon written request.

## **5.6 GARVER's Indemnity Obligation**

In consideration of the granting of this Agreement and notwithstanding any other provision of this Agreement, GARVER agrees to FULLY DEFEND, INDEMNIFY and HOLD HARMLESS Client and Client's elected and appointed officials, its officers, employees, agents, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, "Client Persons") and each being a "Client Person"), from and against any and all damages, including but not limited to damages for, related to, or arising out of injuries (including but not limited to death), losses, expenses, liability, penalties, proceedings, judgments, actions, demands, causes of action, suits, harm, and costs (including reasonable attorneys' fees and costs of defense), of any kind or nature whatsoever, made upon or incurred by Client or by any other Client Persons, whether directly or indirectly, (collectively, "Claims"), that are caused by or result from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by GARVER or by GARVER's employee, or GARVER's agent, consultant under contract, or another entity over which GARVER exercises control (GARVER's employee, agent, consultant under contract, or such other entity being, collectively, "GARVER Persons").

SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR INTENTIONAL TORT OF A CLIENT PERSON. However, when Claims arise out of the co-negligence or other co-liability of Client or other Client Person and GARVER or any GARVER Persons, GARVER's liability under this Section shall be reduced by that portion of the total amount of the Claims (excluding attorneys' fees and costs incurred in defense of Claims) equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence. Likewise, in such instance, GARVER's liability, if any, for Client Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Client Person or Persons' proportionate share of the negligence or other liability that caused the loss attributable to such negligence.

GARVER shall promptly advise Client in writing of any claim or demand against Client or any other Client Person, GARVER, or GARVER Person related to or arising out of GARVER's activities under this Agreement and shall see to the investigation and defense of such claim or demand. Client Persons shall have the right, at Client Persons' option and at own expense, to participate in such defense without relieving GARVER of any of its obligations hereunder. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent



jurisdiction to be invalid, illegal, void, or unenforceable in any respect (including, without limitation, for violating Section 271.904(a), Tex. Loc. Gov. Code, or Section 130.002(b), Tex. Civ. Prac. & Rem. Code), such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement.

The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

#### **5.7 Design without Construction Phase Services**

Unless otherwise stipulated in Work Orders, it is understood and agreed that GARVER's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. If GARVER is not retained by Client to provide any of such construction phase services, then as between GARVER and Client, the Client assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER for such interpretation and for such construction observation and supervision.

If the Client requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then such services shall be addressed in a separate agreement between the parties or as an amendment to this Agreement and shall be considered as Additional Services.

#### **5.8 Hazardous Materials**

Nothing in this Agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. If GARVER, in providing the Services, encounters any hazardous materials or suspected hazardous materials, GARVER will promptly notify Client of the same and discontinue its Services in the affected area in order to permit testing and evaluation.

#### **5.9 Mediation**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and GARVER agree that all disputes between them arising out of or relating to this Agreement may, by agreement of the parties, be submitted to non-binding mediation.

### **SECTION 6 - GOVERNING LAW; VENUE; TERMINATION; SUSPENSION**

6.1 This is a Texas contract and shall be governed by and construed in accordance with the laws of the State of Texas, without reference to choice of laws rules of any jurisdiction. Venue for any action, lawsuit, or proceeding under or in connection with this Agreement shall lie exclusively in the state courts of Dallas County, Texas, and each of the parties submits to the exclusive jurisdiction of such courts for purposes of any action, lawsuit, or proceeding.

6.2 This Agreement may be terminated by either party (the "non-breaching party") in the event the other party (the "breaching party") fails to perform in accordance with the terms hereof through no fault of the non-breaching party and (i) such failure remains uncured for a period of seven (7) days after written notice thereof (which notice shall specifically identify the failure) is received by the breaching party, or (ii) if the failure cannot with diligence be cured within the said seven (7) day period, if within such seven (7) day period the breaching party provides the non-breaching party written notice



of the curative measures which it proposes to undertake which are acceptable to the non-breaching party, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, but in any event not to exceed 14 days following the occurrence of the failure.

This Agreement may also be terminated or suspended for the convenience of (that is, for any reason or for no reason whatsoever) the Client upon Client's delivery of written notice of termination to GARVER.

Upon termination by either party or upon suspension by Client of this Agreement, GARVER shall be paid for the Services performed to the date of termination and that are not in dispute as provided in and in accordance with SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs. Upon the termination or suspension of this Agreement, GARVER shall cause to be promptly delivered to Client a copy of all of Drawings (whether completed or partially completed) prepared by or for GARVER in connection with this Agreement. Upon termination or suspension of this Agreement, if Client has compensated GARVER for any Services not yet performed, GARVER shall promptly return such compensation to Client (and such obligation shall survive termination of this Agreement).

#### **SECTION 7 - SUCCESSORS AND ASSIGNS; ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the parties, their respective permitted successors and permitted assigns.

Neither the Client nor GARVER shall, and neither has authority to, assign, sell, subcontract, transfer, or otherwise convey in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of their respective rights, duties or obligations under this Agreement without the prior written consent of the other party. Nothing herein shall be construed as creating any personal liability on the part of any officer, official, employee, or agent of Client.

#### **SECTION 7A – MISCELLANEOUS**

7A.1 Notwithstanding anything to the contrary in this Agreement, GARVER shall not be deemed to be an agent of Client for any purpose but shall in all events be an independent contractor exercising control over its work and the manner in which it is performed. This Agreement does not and shall not be construed to make GARVER a partner, agent, or joint venturer of Client for any purpose, and Client shall not be deemed an agent for GARVER, and neither GARVER nor Client shall have the right or authority to assume, create, or enlarge any obligations or commitment on behalf of the other and shall not represent itself as having the authority to bind the other in any manner, except as provided for herein. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise, or to allow Client to exercise discretion or control over the professional manner in which the GARVER performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by GARVER shall be provided in a manner consistent with all applicable standards and regulations governing such services. The method and manner in which GARVER's Services hereunder shall be performed shall be determined by GARVER in its sole discretion. The employees, agents, and representatives of, and the methods, equipment and facilities used by, the GARVER shall at all times be under the GARVER's exclusive direction and control.

7A.2 Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority,





riots, insurrections, war, acts or threatened of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay.

7A.3 GARVER shall not divulge or release any information concerning its Services, the project or this Agreement to the public without Client's prior written consent.

7A.4 GARVER covenants and represents that GARVER will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

7A.5 For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received if delivered personally or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail.

Addresses for notices and communications are as follows:

To Client:

Town of Addison, Texas  
5300 Belt Line Road  
Dallas, Texas 75254

Attn: City Manager

To GARVER:

Garver, LLC  
3010 Gaylord Parkway, Suite 190  
Frisco, Texas 75034

Attn: Frank McIlwain, PE

From time to time either party may designate another address within the 48 contiguous states of the United States of America for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

7A.6 GARVER will make, without additional cost or expense to Client, such revisions of any Services as may be required to meet the needs of Client and the project as set forth in each Work Order, but after a definite plan or other Services of GARVER have been approved or accepted by Client, if a decision is subsequently made by Client which requires a modification of such plan or other Services, GARVER shall be compensated for such modifications as extra in accordance with the rates set forth in Appendix A.

7A.7 The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the parties agree to seek to negotiate the insertion of a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible, with the intent that such added provision is legal, valid and enforceable.

7A.8 The rights and remedies provided by this Agreement are cumulative, and the use of any one



right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

Failure of either party hereto, at any time, to enforce a provision of this Agreement shall in no way or event constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term or provision of this Agreement shall be deemed waived or any breached excused unless the waiver or excusing of the breach shall be in writing and signed by the party claimed to have waived or excused. Further, any consent to or waiver of a breach shall not constitute consent to or waiver of or excuse of any other different or subsequent breach.

7A.9 This Agreement and each of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

7A.10 The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes.

7A.11 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Client, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

7A.12 This Agreement constitutes the entire and integrated agreement between the parties with respect to the Project and GARVER's Services described herein, supersedes all prior agreements, negotiations, and/or representations, either written or oral, and may be amended or modified only by written instrument signed by both Client and GARVER.

7A.13 Section and paragraph headings are for convenience only and shall not be used in interpretation of this Agreement. The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded; and "day" or "days" means calendar days unless the context clearly indicates otherwise.

7A.14 The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

## **SECTION 8 – APPENDICES AND EXHIBITS**

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

8.1.1 Appendix A – Garver Scope of Services

8.1.2 Appendix B – Garver Fee Spreadsheet

8.1.3 ADS Rwy 33 LOC (TBQ) Antenna Replacement Exhibit





This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Client and GARVER have executed this Agreement effective as of the date the last of the parties executes this Agreement as set forth below ("Effective Date").

TOWN OF ADDISON, TEXAS

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: \_\_\_\_\_  
*Printed Name*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



3010 Gaylord Parkway  
Suite 190  
Frisco, TX 75034  
  
TEL 972.377.7480  
FAX 972.377.8380  
  
[www.GarverUSA.com](http://www.GarverUSA.com)

## **APPENDIX A - SCOPE OF SERVICES**

### **Addison Airport (ADS)**

#### **Runway 33 Localizer Improvements**

##### **1. General Project Scope**

- a. Meetings
  - i. Pre-Design Kickoff Meeting
  - ii. Preliminary Design Review
  - iii. Final Design Review
  - iv. Pre-Bid
  - v. Bid Opening
- b. Civil Design Improvements
  - i. Re-align the existing MALSR gravel perimeter road around the new Localizer antenna.
  - ii. Re-align the existing gravel perimeter road for the new localizer shelter location
  - iii. Re-grade the area around the new localizer antenna
  - iv. Construct concrete housekeeping aprons around the antenna and localizer shelter.
  - v. All civil design will be performed in AutoCAD Civil 3D
- c. Electrical Design Improvements
  - i. Demolish existing localizer and foundation.
  - ii. Demolish existing localizer checkpoints.
  - iii. Provide power and communications to the new localizer shelter location.
  - iv. Provide power and communications to the new localizer antenna.
  - v. Install new 14-element localizer antenna array with foundation.
  - vi. Install new localizer checkpoints.
  - vii. Relocate existing shelter building and existing electrical equipment
  - viii. Install new localizer electrical equipment within building as required by new equipment.
  - ix. Re-route the existing MALSR power cables around the new localizer foundation.
- d. Plan Sheets (Garver)
  - i. Cover Sheet
  - ii. Summary of Quantities
  - iii. General Notes
  - iv. Project Layout Plan
  - v. Survey Control Plan
  - vi. Safety & Phasing Plans
  - vii. SWPPP Layout, Details and Notes
  - viii. Grading and Perimeter Road Typical Section and Details
  - ix. Grading Plan
  - x. Perimeter Road Layout Plan & Profiles
  - xi. Cross Sections
  - xii. Electrical Demolition Plan
  - xiii. Electrical Layout Plan (Electrical layout for the foundations of the antenna and shelter)
- e. Contract Documents (Garver)
  - i. Technical Specifications – All necessary specifications except for the items pertaining to the localizer antenna, localizer equipment, and localizer shelter.
  - ii. Front End Documents
  - iii. Bid Form

- f. General Project Information
  - i. Prepare and Submit 7460
  - ii. Submit all plans and reports to the FAA for review
- g. Localizer Siting Design (Spohnheimer Consulting)
  - i. Perform siting of the localizer and prepare a formal siting report for FAA use.
  - ii. Provide sample plans for the localizer antenna array and shelter equipment layout/details
  - iii. Technical Specifications – Localizer Antenna, Localizer Equipment, Localizer Shelter
  - iv. One site visit to inspect existing equipment and for pre-design kickoff.
- h. Surveying Services (Lamb-Star)
- i. FAA Services
  - i. 90% and 100% design review
  - ii. Furnish standard FAA drawings for the localizer antenna and shelter foundations
  - iii. Furnish standard FAA drawings for the localizer antenna equipment layout

## **2. Design Schedule and Submittals**

- a. Preliminary Design – 6 weeks (90%)
  - i. Localizer Siting Report
  - ii. Preliminary Plans
  - iii. Preliminary Specifications
  - iv. Preliminary Front End Documents
  - v. Preliminary Engineer's Opinion of Probable Cost
  - vi. Anticipated FAA review time – 3 weeks
  - vii. Submit 7460 OE-AAA
- b. Final Design – 4 weeks (100%)
  - i. Final Plans
  - ii. Final Specifications
  - iii. Final Front End Documents
  - iv. Anticipated FAA review time – 3 weeks
  - v. Bid Proposal
  - vi. Engineer's Opinion of Probable Cost
- c. Bidding – As needed
  - i. Bid Documents

## APPENDIX B

### ADDISON AIRPORT ADS RUNWAY 33 LOCALIZER IMPROVEMENTS

#### FEE SUMMARY

<b>Title I Services</b>	<b>Estimated Fees</b>
<i>Surveying Services</i>	\$8,600.00
Preliminary Design	\$72,600.00
Final Design	\$26,800.00
Bidding Services	\$7,000.00
<b>Subtotal for Title I Services</b>	<b>\$115,000.00</b>

## APPENDIX B

### ADDISON AIRPORT ADS RUNWAY 33 LOCALIZER IMPROVEMENTS

#### PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-2	E-1	X-2
	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>						
Site Investigation and Pre-Design Meeting	4			4	4	
Review Survey and Prepare Basemap					2	
Civil 3D Modeling - Localizer Grading					10	
Civil 3D Modeling - Perimeter Road					8	
Preliminary Plans						
Cover Sheet					1	
General Notes					1	
Project Layout Plan				1	2	
Survey Control Plan					2	
Safety & Phasing Plans & Details				2	8	
Localizer Grading Typical Sections & Details				0.5	3	
Localizer Grading Layout Plan				1	6	
Localizer Grading Cross Sections				1	6	
Perimeter Road Typical Sections				0.5	3	
Perimeter Road Plan & Profiles				1	4	
Perimeter Road Cross Sections				1	8	
Specifications	1			4		
Front End Contract Documents	1			6		
Quantities				1	4	
Engineer's Opinion of Probable Cost	1			2	4	
QC Review	4			4		
Revisions based on QC Review				2	8	4
Coordination with Spohnheimer	4			4		
Coordination with Surveyor				4		
Coordination with FAA	4			8		
Coordination with Airport	4			4		
Preliminary Design Review Meeting	4			4		
Prepare and Submit 7460				1	3	
<b>Subtotal - Civil Engineering</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>56</b>	<b>87</b>	<b>4</b>
<b>2. Electrical Engineering</b>						
Utility Coordination			4		8	
Coordination with FAA			8			
Coordination with Spohnheimer		1	6			
Voltage Drop Analysis			2		6	
Preliminary Plans						
Demolition Plans			2		6	
Localizer Antenna Site Plan			4		12	
Localizer Shelter Site Plan			4		12	
MALSR Cable Relocation			2		6	
Electrical Details			4		16	
Technical Specifications			8		8	
Quantities & Opinion of Probable Cost			4		8	
QC Review and Revisions		6	4		8	
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>7</b>	<b>52</b>	<b>0</b>	<b>90</b>	<b>0</b>

Hours 27 7 52 56 177 4

Salary Costs \$7,020.00 \$1,470.00 \$7,436.00 \$6,832.00 \$18,054.00 \$304.00

**SUBTOTAL - SALARIES: \$41,116.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$414.00  
Postage/Freight/Courier \$50.00  
Office Supplies/Equipment \$70.00  
Computer Modeling/Software Use \$100.00  
Travel Costs \$50.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$684.00**

**SUBTOTAL: \$41,800.00**

**SUBCONSULTANTS FEE: \$30,800.00**

**TOTAL FEE: \$72,600.00**

## APPENDIX B

### ADDISON AIRPORT ADS RUNWAY 33 LOCALIZER IMPROVEMENTS

#### FINAL DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-2	E-1	X-2
	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>						
Review Survey and Prepare Basemap						
Civil 3D Modeling - Localizer Grading					2	
Civil 3D Modeling - Perimeter Road					2	
Preliminary Plans						
General Notes					0.5	
Project Layout Plan					2	
Survey Control Plan					0.5	
Safety & Phasing Plans & Details				0.5	4	
Localizer Grading Typical Sections & Details					1	
Localizer Grading Layout Plan				0.5	4	
Localizer Grading Cross Sections				1	4	
Perimeter Road Typical Sections					1	
Perimeter Road Plan & Profiles				0.5	2	
Perimeter Road Cross Sections				0.5	4	
Specifications	1			2		
Front End Contract Documents				2		
Quantities				1	4	
Engineer's Opinion of Probable Cost				1	2	
QC Review	4			4		
Revisions based on QC Review				1	4	
Coordination with Spohnheimer				4		
Coordination with FAA	2			4		
Coordination with Airport	4			4		
Final Design Review Meeting	4			4		
Prepare Bid Documents				2	6	4
<b>Subtotal - Civil Engineering</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>43</b>	<b>4</b>
<b>2. Electrical Engineering</b>						
Comments			4		8	
Coordination with Spohnheimer		1	8			
Final Plans						
Demolition Plans			1		2	
Localizer Antenna Site Plan			2		6	
Localizer Shelter Site Plan			2		6	
MALSR Cable Relocation			1		2	
Electrical Details			2		6	
Technical Specifications			8		4	
Quantities & Opinion of Probable Cost			2		4	
QC Review and Revisions		6	4		7	
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>7</b>	<b>34</b>	<b>0</b>	<b>45</b>	<b>0</b>

<b>Hours</b>	<b>15</b>	<b>7</b>	<b>34</b>	<b>32</b>	<b>88</b>	<b>4</b>
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<b>Salary Costs</b>	<b>\$3,900.00</b>	<b>\$1,470.00</b>	<b>\$4,862.00</b>	<b>\$3,904.00</b>	<b>\$8,976.00</b>	<b>\$304.00</b>
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**SUBTOTAL - SALARIES: \$23,416.00**

#### **DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$409.00
Postage/Freight/Courier	\$50.00
Office Supplies/Equipment	\$50.00
Computer Modeling/Software Use	\$50.00
Travel Costs	\$25.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$584.00**

**SUBTOTAL: \$24,000.00**

**SUBCONSULTANTS FEE: \$2,800.00**

**TOTAL FEE: \$26,800.00**

## APPENDIX B

### ADDISON AIRPORT ADS RUNWAY 33 LOCALIZER IMPROVEMENTS

#### BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-3	E-2	E-1	X-2
	hr	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>						
Dispense plans and specs to prospective bidders					1	4
Addendums/Inquiries				4		
Pre-Bid Meeting	4			4		
Bid Opening				3		
Prepare bid tabulation				1		2
Evaluate bids and recommend award	1			2	4	
Prepare construction contracts	4			4		
<b>Subtotal - Civil Engineering</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>5</b>	<b>6</b>
<b>2. Electrical Engineering</b>						
Addendums/Inquiries			4			
Pre-Bid Meeting			4			
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>9</b>	<b>0</b>	<b>8</b>	<b>18</b>	<b>5</b>	<b>6</b>
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<b>Salary Costs</b>	<b>\$2,340.00</b>	<b>\$0.00</b>	<b>\$1,144.00</b>	<b>\$2,196.00</b>	<b>\$510.00</b>	<b>\$456.00</b>
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**SUBTOTAL - SALARIES: \$6,646.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$229.00
Postage/Freight/Courier	\$25.00
Office Supplies/Equipment	\$25.00
Computer Modeling/Software Use	\$25.00
Travel Costs	\$50.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$354.00**

**SUBTOTAL: \$7,000.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$7,000.00**

## ADS Rwy 33 LOC (TBQ) Antenna Replacement



1. Light blue line represents extended centerline of runway
2. Orange and dark green dash-dotted lines represent the Runway Safety Area (RSA) and Runway Object Free Area (ROFA) boundaries respectively. Note that the existing TBQ LOC antenna is within the RSA, and the LOC equipment shelter is within the ROFA.
3. New TBQ LOC antenna proposed to be constructed north of the existing antenna, and existing equipment shelter to be relocated north, clear of the ROFA (as indicated in red on the drawing). Note that ground elevation increases to the north, so the site of the new LOC antenna is 2-3 feet higher than the site elevation of the existing antenna.
4. Approximate Critical Area for new (relocated) TBQ LOC is shown in yellow. The new antenna should be located north of the critical area of the existing antenna, allowing the existing system to remain in service during construction of the new antenna. The drainage channel (indicated in light green) to the northwest constrains how far north the new antenna can be located; the critical area for the new antenna must meet site grading requirements of FAA Order 6750.16E.



**AI-1190**

**15.**

**Work Session and Regular Meeting**

**Meeting Date:** 06/23/2015

**Department:** City Manager

**Council Goals:** N/A

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**AGENDA CAPTION:**

**RECONVENE INTO REGULAR SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

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